

House File 867

H-1406

1 Amend House File 867 as follows:

2 1. Page 18, after line 22 by inserting:

3

<DIVISION ____

4

PUBLIC EMPLOYEE COLLECTIVE BARGAINING

5

Sec. ____ . Section 20.3, subsections 11 and 13, Code 2021,
6 are amended by striking the subsections.

7

Sec. ____ . Section 20.6, subsection 1, Code 2021, is amended
8 to read as follows:

9

1. ~~Administer~~ Interpret, apply, and administer the
10 provisions of this chapter.

11

Sec. ____ . Section 20.6, subsections 6 and 7, Code 2021, are
12 amended by striking the subsections.

13

Sec. ____ . Section 20.7, subsection 2, Code 2021, is amended
14 to read as follows:

15

2. Hire, ~~evaluate,~~ promote, demote, transfer, assign, and
16 retain public employees in positions within the public agency.

17

Sec. ____ . Section 20.8, subsection 5, Code 2021, is amended
18 by striking the subsection.

19

Sec. ____ . Section 20.9, Code 2021, is amended by striking
20 the section and inserting in lieu thereof the following:

21

20.9 Scope of negotiations.

22

1. The public employer and the employee organization
23 shall meet at reasonable times, including meetings reasonably
24 in advance of the public employer's budget-making process,
25 to negotiate in good faith with respect to wages, hours,
26 vacations, insurance, holidays, leaves of absence, shift
27 differentials, overtime compensation, supplemental pay,
28 seniority, transfer procedures, job classifications, health and
29 safety matters, evaluation procedures, procedures for staff
30 reduction, in-service training, and other matters mutually
31 agreed upon. Negotiations shall also include terms authorizing
32 dues checkoff for members of the employee organization and
33 grievance procedures for resolving any questions arising under
34 the agreement, which shall be embodied in a written agreement
35 and signed by the parties. If an agreement provides for dues

1 checkoff, a member's dues may be checked off only upon the
2 member's written request and the member may terminate the dues
3 checkoff at any time by giving thirty days' written notice.
4 Such obligation to negotiate in good faith does not compel
5 either party to agree to a proposal or make a concession.

6 2. Nothing in this section shall diminish the authority
7 and power of the department of administrative services, board
8 of regents' merit system, Iowa public broadcasting board's
9 merit system, or any civil service commission established by
10 constitutional provision, statute, charter, or special act to
11 recruit employees, prepare, conduct and grade examinations,
12 rate candidates in order of their relative scores for
13 certification for appointment or promotion or for other matters
14 of classification, reclassification or appeal rights in the
15 classified service of the public employer served.

16 3. All retirement systems shall be excluded from the scope
17 of negotiations.

18 Sec. _____. Section 20.10, subsection 3, paragraph j, Code
19 2021, is amended by striking the paragraph.

20 Sec. _____. Section 20.12, subsection 5, Code 2021, is amended
21 to read as follows:

22 5. If an employee organization or any of its officers
23 is held to be in contempt of court for failure to comply
24 with an injunction pursuant to [this section](#), or is convicted
25 of violating [this section](#), the employee organization shall
26 be immediately decertified, shall cease to represent the
27 bargaining unit, shall cease to receive any dues by checkoff,
28 and may again be certified only after ~~twenty-four~~ twelve months
29 have elapsed from the effective date of decertification and
30 only if after a new petition for certification pursuant to
31 compliance with [section 20.14](#) is filed and a new certification
32 election pursuant to ~~section 20.15~~ is held. The penalties
33 provided in [this section](#) may be suspended or modified by the
34 court, but only upon request of the public employer and only
35 if the court determines the suspension or modification is in

1 the public interest.

2 Sec. _____. Section 20.15, Code 2021, is amended by striking
3 the section and inserting in lieu thereof the following:

4 **20.15 Elections.**

5 1. Upon the filing of a petition for certification of an
6 employee organization, the board shall submit a question to
7 the public employees at an election in the bargaining unit
8 found appropriate by the board. The question on the ballot
9 shall permit the public employees to vote for no bargaining
10 representation or for any employee organization which has
11 petitioned for certification or which has presented proof
12 satisfactory to the board of support of ten percent or more of
13 the public employees in the appropriate unit.

14 2. If a majority of the votes cast on the question is
15 for no bargaining representation, the public employees in
16 the bargaining unit found appropriate by the board shall not
17 be represented by an employee organization. If a majority
18 of the votes cast on the question is for a listed employee
19 organization, then that employee organization shall represent
20 the public employees in the bargaining unit found appropriate
21 by the board.

22 3. If none of the choices on the ballot receive the vote
23 of a majority of the public employees voting, the board shall
24 conduct a runoff election among the two choices receiving the
25 greatest number of votes.

26 4. Upon written objections filed by any party to the
27 election within ten days after notice of the results of
28 the election, if the board finds that misconduct or other
29 circumstances prevented the public employees eligible to
30 vote from freely expressing their preferences, the board may
31 invalidate the election and hold a second election for the
32 public employees.

33 5. Upon completion of a valid election in which the majority
34 choice of the employees voting is determined, the board shall
35 certify the results of the election and shall give reasonable

1 notice of the order to all employee organizations listed on the
2 ballot, the public employers, and the public employees in the
3 appropriate bargaining unit.

4 6. a. A petition for certification as exclusive bargaining
5 representative of a bargaining unit shall not be considered
6 by the board for a period of one year from the date of the
7 noncertification of an employee organization as the exclusive
8 bargaining representative of that bargaining unit following a
9 certification election. A petition for certification as the
10 exclusive bargaining representative of a bargaining unit shall
11 also not be considered by the board if the bargaining unit is
12 at that time represented by a certified exclusive bargaining
13 representative.

14 b. A petition for the decertification of the exclusive
15 bargaining representative of a bargaining unit shall not be
16 considered by the board for a period of one year from the date
17 of its certification, or within one year of its continued
18 certification following a decertification election, or during
19 the duration of a collective bargaining agreement which, for
20 purposes of this section, shall be deemed not to exceed two
21 years. However, if a petition for decertification is filed
22 during the duration of a collective bargaining agreement, the
23 board shall award an election under this section not more than
24 one hundred eighty days and not less than one hundred fifty
25 days prior to the expiration of the collective bargaining
26 agreement. If an employee organization is decertified, the
27 board may receive petitions under section 20.14, provided that
28 no such petition and no election conducted pursuant to such
29 petition within one year from decertification shall include as
30 a party the decertified employee organization.

31 c. A collective bargaining agreement with the state, its
32 boards, commissions, departments, and agencies shall be for two
33 years. The provisions of a collective bargaining agreement or
34 arbitrator's award affecting state employees shall not provide
35 for renegotiations which would require the refinancing of

1 salary and fringe benefits for the second year of the term of
2 the agreement, except as provided in section 20.17, subsection
3 6. The effective date of any such agreement shall be July 1 of
4 odd-numbered years, provided that if an exclusive bargaining
5 representative is certified on a date which will prevent the
6 negotiation of a collective bargaining agreement prior to
7 July 1 of odd-numbered years for a period of two years, the
8 certified collective bargaining representative may negotiate
9 a one-year contract with the public employer which shall be
10 effective from July 1 of the even-numbered year to July 1
11 of the succeeding odd-numbered year when new contracts shall
12 become effective.

13 Sec. _____. Section 20.17, subsection 8, Code 2021, is amended
14 by striking the subsection and inserting in lieu thereof the
15 following:

16 8. The salaries of all public employees of the state under
17 a merit system and all other fringe benefits which are granted
18 to all public employees of the state shall be negotiated with
19 the governor or the governor's designee on a statewide basis,
20 except those benefits which are not subject to negotiations
21 pursuant to the provisions of section 20.9.

22 Sec. _____. Section 20.17, Code 2021, is amended by adding the
23 following new subsection:

24 NEW SUBSECTION. 8A. A public employee or any employee
25 organization shall not negotiate or attempt to negotiate
26 directly with a member of the governing board of a public
27 employer if the public employer has appointed or authorized
28 a bargaining representative for the purpose of bargaining
29 with the public employees or their representative, unless the
30 member of the governing board is the designated bargaining
31 representative of the public employer.

32 Sec. _____. Section 20.22, subsections 2, 3, 7, 9, and 10,
33 Code 2021, are amended to read as follows:

34 2. Each party shall serve its final offer on each of
35 the impasse items upon the other party within four days of

1 the board's receipt of the request for arbitration, ~~or by a~~
2 ~~deadline otherwise agreed upon by the parties.~~ The parties may
3 continue to negotiate all offers until an agreement is reached
4 or an award is rendered by the arbitrator. The full costs of
5 arbitration under **this section** shall be shared equally by the
6 parties to the dispute.

7 3. The submission of the impasse items to the arbitrator
8 shall be limited to those items upon which the parties have
9 not reached agreement. With respect to each such item, the
10 arbitrator's award shall be restricted to the final offers on
11 each impasse item submitted by the parties to the arbitrator,
12 ~~except as provided in **subsection 10**, paragraph "b".~~

13 7. ~~For an arbitration involving a bargaining unit that~~
14 ~~has at least thirty percent of members who are public safety~~
15 ~~employees, the~~ The arbitrator shall consider and specifically
16 ~~address in the arbitrator's determination,~~ in addition to any
17 other relevant factors, the following factors:

18 a. Past collective bargaining contracts between the parties
19 including the bargaining that led up to such contracts.

20 b. Comparison of wages, hours, and conditions of employment
21 of the involved public employees with those of other public
22 employees doing comparable work, giving consideration to
23 factors peculiar to the area and the classifications involved.

24 c. The interests and welfare of the public, the ability of
25 the public employer to finance economic adjustments, and the
26 effect of such adjustments on the normal standard of services.

27 d. The power of the public employer to levy taxes and
28 appropriate funds for the conduct of its operations.

29 9. ~~a.~~ The arbitrator may administer oaths, examine
30 witnesses and documents, take testimony and receive evidence,
31 and issue subpoenas to compel the attendance of witnesses and
32 the production of records. The arbitrator may petition the
33 district court at the seat of government or of the county
34 in which the hearing is held to enforce the order of the
35 arbitrator compelling the attendance of witnesses and the

1 production of records.

2 ~~b. Except as required for purposes of the consideration of~~
3 ~~the factors specified in subsection 7, paragraphs "a" through~~
4 ~~"c", and subsection 8, paragraph "a", subparagraphs (1) through~~
5 ~~(3), the parties shall not introduce, and the arbitrator~~
6 ~~shall not accept or consider, any direct or indirect evidence~~
7 ~~regarding any subject excluded from negotiations pursuant to~~
8 ~~section 20.9.~~

9 10. ~~a.~~ The arbitrator shall select within fifteen
10 days after the hearing the most reasonable offer, in the
11 arbitrator's judgment, of the final offers on each impasse item
12 submitted by the parties.

13 ~~b. (1) However, for an arbitration involving a bargaining~~
14 ~~unit that does not have at least thirty percent of members who~~
15 ~~are public safety employees, with respect to any increase in~~
16 ~~base wages, the arbitrator's award shall not exceed the lesser~~
17 ~~of the following percentages in any one-year period in the~~
18 ~~duration of the bargaining agreement:~~

19 ~~(a) Three percent.~~

20 ~~(b) A percentage equal to the increase in the consumer~~
21 ~~price index for all urban consumers for the midwest region,~~
22 ~~if any, as determined by the United States department of~~
23 ~~labor, bureau of labor statistics, or a successor index. Such~~
24 ~~percentage shall be the change in the consumer price index~~
25 ~~for the twelve-month period beginning eighteen months prior~~
26 ~~to the month in which the impasse item regarding base wages~~
27 ~~was submitted to the arbitrator and ending six months prior to~~
28 ~~the month in which the impasse item regarding base wages was~~
29 ~~submitted to the arbitrator.~~

30 ~~(2) To assist the parties in the preparation of their final~~
31 ~~offers on an impasse item regarding base wages, the board~~
32 ~~shall provide information to the parties regarding the change~~
33 ~~in the consumer price index for all urban consumers for the~~
34 ~~midwest region for any twelve-month period. The department of~~
35 ~~workforce development shall assist the board in preparing such~~

1 ~~information upon request.~~

2 Sec. _____. Section 20.22, subsection 8, Code 2021, is amended
3 by striking the subsection.

4 Sec. _____. Section 20.26, subsection 4, Code 2021, is amended
5 to read as follows:

6 4. Nothing in **this section** shall be construed to prohibit
7 voluntary contributions by individuals to political parties
8 or candidates, ~~provided that such contributions are not made~~
9 ~~through payroll deductions.~~

10 Sec. _____. Section 20.29, Code 2021, is amended to read as
11 follows:

12 **20.29 Filing agreement — public access — internet site.**

13 ~~1. Collective bargaining agreements shall be in writing and~~
14 ~~shall be signed by the parties.~~

15 ~~2. A copy of a collective bargaining agreement entered into~~
16 ~~between a public employer and a certified employee organization~~
17 ~~and made final under **this chapter** shall be filed with the board~~
18 ~~by the public employer within ten days of the date on which the~~
19 ~~agreement is entered into.~~

20 ~~3. Copies of collective bargaining agreements entered~~
21 ~~into between the state and the state employees' bargaining~~
22 ~~representatives and made final under **this chapter** shall be~~
23 ~~filed with the secretary of state and be made available to the~~
24 ~~public at cost.~~

25 ~~4. The board shall maintain an internet site that allows~~
26 ~~searchable access to a database of collective bargaining~~
27 ~~agreements and other collective bargaining information.~~

28 Sec. _____. Section 20.30, Code 2021, is amended by striking
29 the section and inserting in lieu thereof the following:

30 **20.30 Supervisory member — no reduction before retirement.**

31 1. A supervisory member of any department or agency
32 employed by the state of Iowa shall not be granted a voluntary
33 reduction to a nonsupervisory rank or grade during the six
34 months preceding retirement of the member. A member of any
35 department or agency employed by the state of Iowa who retires

1 in less than six months after voluntarily requesting and
2 receiving a reduction in rank or grade from a supervisory to a
3 nonsupervisory position shall be ineligible for a benefit to
4 which the member is entitled as a nonsupervisory member but is
5 not entitled as a supervisory member.

6 2. The provisions of this section shall be effective during
7 the collective bargaining agreement in effect from July 1,
8 1979, to June 30, 1981.

9 Sec. _____. Section 20.31, subsection 2, unnumbered paragraph
10 1, Code 2021, is amended to read as follows:

11 A mediator shall not be required to testify in any judicial,
12 administrative, ~~arbitration,~~ or grievance proceeding regarding
13 any matters occurring in the course of a mediation, including
14 any verbal or written communication or behavior, other than
15 facts relating exclusively to the timing or scheduling of
16 mediation. A mediator shall not be required to produce or
17 disclose any documents, including notes, memoranda, or other
18 work product, relating to mediation, other than documents
19 relating exclusively to the timing or scheduling of mediation.
20 This subsection shall not apply in any of the following
21 circumstances:

22 Sec. _____. Section 22.7, subsection 69, Code 2021, is amended
23 to read as follows:

24 69. The evidence of public employee support for
25 the certification, ~~retention and recertification,~~ or
26 decertification of an employee organization as defined in
27 section 20.3 that is submitted to the public employment
28 relations board as provided in [section 20.14](#) or [20.15](#).

29 Sec. _____. Section 22.7, subsection 70, Code 2021, is amended
30 by striking the subsection.

31 Sec. _____. Section 70A.17A, Code 2021, is amended by adding
32 the following new subsection:

33 NEW SUBSECTION. 3. This section shall not affect a payroll
34 deduction elected by a state employee pursuant to section
35 70A.19.

1 Sec. _____. Section 70A.19, Code 2021, is amended by striking
2 the section and inserting in lieu thereof the following:

3 **70A.19 Duration of state payroll deduction for dues of**
4 **employee organization member.**

5 A state employee who elects a payroll deduction for
6 membership dues to an employee organization pursuant to the
7 provisions of a collective bargaining agreement negotiated
8 under the provisions of chapter 20 shall maintain the deduction
9 for a period of one year or until the expiration of the
10 collective bargaining agreement, whichever occurs first. A
11 state employee who transfers employment to a position covered
12 by a different collective bargaining agreement or who becomes
13 a management employee is not subject to this requirement.
14 With respect to state employees, this section supersedes the
15 provisions of section 20.9 allowing termination of a dues
16 checkoff at any time but does not supersede the requirement for
17 thirty days' written notice of termination.

18 Sec. _____. Section 412.2, subsection 1, Code 2021, is amended
19 to read as follows:

20 1. From the proceeds of the assessments on the wages
21 and salaries of employees, of any such waterworks system,
22 or other municipally owned and operated public utility,
23 eligible to receive the benefits thereof. Notwithstanding
24 any provisions of section 20.9 to the contrary, a council,
25 board of waterworks, or other board or commission which
26 establishes a pension and annuity retirement system pursuant to
27 this chapter, shall negotiate in good faith with a certified
28 employee organization as defined in section 20.3, which is the
29 collective bargaining representative of the employees, with
30 respect to the amount or rate of the assessment on the wages
31 and salaries of employees and the method or methods for payment
32 of the assessment by the employees.

33 Sec. _____. Section 602.1401, subsection 3, paragraph b, Code
34 2021, is amended to read as follows:

35 **b.** For purposes of **chapter 20**, the certified representative,

1 which on July 1, 1983, represents employees who become judicial
2 branch employees as a result of 1983 Iowa Acts, ch. 186, shall
3 remain the certified representative when the employees become
4 judicial branch employees and thereafter, unless the public
5 employee organization is ~~not retained and recertified or is~~
6 decertified in an election held under section 20.15 or amended
7 or absorbed into another certified organization pursuant to
8 chapter 20. Collective bargaining negotiations shall be
9 conducted on a statewide basis and the certified employee
10 organizations which engage in bargaining shall negotiate on a
11 statewide basis, although bargaining units shall be organized
12 by judicial district. The public employment relations board
13 shall adopt rules pursuant to chapter 17A to implement this
14 subsection.

15 Sec. _____. REPEAL. Sections 20.32 and 20.33, Code 2021, are
16 repealed.

17 Sec. _____. TRANSITION PROCEDURES — DEADLINE — EMERGENCY
18 RULES.

19 1. As of the effective date of this division of this Act,
20 parties, mediators, and arbitrators engaging in any collective
21 bargaining procedures provided for in chapter 20, Code 2021,
22 who have not, before the effective date of this division
23 of this Act, completed such procedures, shall immediately
24 terminate any such procedures in process. A collective
25 bargaining agreement negotiated pursuant to such procedures in
26 process shall not become effective. Parties, mediators, and
27 arbitrators shall not engage in further collective bargaining
28 procedures except as provided in this section. Such parties
29 shall commence collective bargaining in accordance with section
30 20.17, as amended in this division of this Act. Such parties
31 shall complete such bargaining not later than June 30, 2021,
32 unless the parties mutually agree to a different deadline.

33 2. The public employment relations board shall adopt
34 emergency rules under section 17A.4, subsection 3, and section
35 17A.5, subsection 2, paragraph "b", to provide for procedures

1 as deemed necessary to implement the provisions of this section
2 and the rules shall be effective immediately upon filing
3 unless a later date is specified in the rules. Such rules
4 shall include but are not limited to alternative deadlines for
5 completion of the procedures provided in sections 20.17 and
6 20.22, as amended by this division of this Act, and sections
7 20.19 and 20.20, which deadlines may be waived by mutual
8 agreement of the parties.

9 3. The department of administrative services shall adopt
10 emergency rules under section 17A.4, subsection 3, and
11 section 17A.5, subsection 2, paragraph "b", to provide for the
12 implementation of section 70A.19, as amended by this division
13 of this Act, and the rules shall be effective immediately upon
14 filing unless a later date is specified in the rules.

15 Sec. ____ . ELECTIONS — DIRECTIVES TO PUBLIC EMPLOYMENT
16 RELATIONS BOARD.

17 1. The public employment relations board shall cancel any
18 elections scheduled or in process pursuant to section 20.15,
19 subsection 2, Code 2021, as of the effective date of this Act.

20 2. Notwithstanding section 20.15, subsection 1, paragraph
21 "c", Code 2021, the public employment relations board
22 shall consider a petition for certification of an employee
23 organization as the exclusive representative of a bargaining
24 unit for which an employee organization was not retained and
25 recertified as the exclusive representative of that bargaining
26 unit regardless of the amount of time that has elapsed since
27 the retention and recertification election at which an employee
28 organization was not retained or recertified.

29 Sec. ____ . EFFECTIVE DATE. This division of this Act, being
30 deemed of immediate importance, takes effect upon enactment.

31 Sec. ____ . APPLICABILITY. With the exception of the
32 section of this division of this Act amending section 20.6,
33 subsection 1, this division of this Act does not apply to
34 collective bargaining agreements which have been ratified in a
35 ratification election referred to in section 20.17, subsection

1 4, for which an arbitrator has made a final determination as
2 described in section 20.22, subsection 11, or which have become
3 effective, where such events occurred before the effective
4 date of this division of this Act. This division of this Act
5 applies to all collective bargaining procedures provided for in
6 chapter 20 occurring on and after the effective date of this
7 division of this Act and collective bargaining agreements for
8 which a ratification election referred to in section 20.17,
9 subsection 4, is held, for which an arbitrator makes a final
10 determination as described in section 20.22, subsection 11, or
11 which become effective on or after the effective date of this
12 division of this Act.

13 DIVISION ____

14 EDUCATOR EMPLOYMENT MATTERS

15 Sec. ____ . Section 279.13, subsections 2 and 5, Code 2021,
16 are amended to read as follows:

17 2. The contract shall remain in force and effect for the
18 period stated in the contract and shall be automatically
19 continued for equivalent periods except as modified or
20 terminated by mutual agreement of the board of directors and
21 the teacher or as ~~modified or~~ terminated in accordance with
22 the provisions specified in [this chapter](#). A contract shall
23 not be offered by the employing board to a teacher under its
24 jurisdiction prior to March 15 of any year. A teacher who has
25 not accepted a contract for the ensuing school year tendered
26 by the employing board may resign effective at the end of the
27 current school year by filing a written resignation with the
28 secretary of the board. The resignation must be filed not
29 later than the last day of the current school year or the date
30 specified by the employing board for return of the contract,
31 whichever date occurs first. However, a teacher shall not be
32 required to return a contract to the board or to resign less
33 than twenty-one days after the contract has been offered.

34 5. Notwithstanding the other provisions of [this section](#), a
35 temporary contract may be issued to a teacher ~~for a period of~~

1 ~~up to six months. Notwithstanding the other provisions of this~~
2 ~~section, a temporary contract may also be issued to a teacher~~
3 to fill a vacancy created by a leave of absence in accordance
4 with the provisions of [section 29A.28](#), which contract shall
5 automatically terminate upon return from military leave of the
6 former incumbent of the teaching position. ~~Temporary contracts~~
7 and which contract shall not be subject to the provisions of
8 sections 279.15 through 279.19, or [section 279.27](#). A separate
9 extracurricular contract issued pursuant to [section 279.19A](#) to
10 a person issued a temporary contract under [this section](#) shall
11 automatically terminate with the termination of the temporary
12 contract as required under [section 279.19A, subsection 8](#).

13 Sec. _____. Section 279.13, subsection 4, unnumbered
14 paragraph 1, Code 2021, is amended to read as follows:

15 For purposes of [this section, sections 279.14, 279.15,](#)
16 ~~279.16~~ [through 279.17, 279.19, and 279.27](#), unless the context
17 otherwise requires, "teacher" includes the following individuals
18 employed by a community college:

19 Sec. _____. Section 279.14, Code 2021, is amended to read as
20 follows:

21 **279.14 Evaluation criteria and procedures.**

22 1. The board shall establish evaluation criteria and shall
23 implement evaluation procedures. If an exclusive bargaining
24 representative has been certified, the board shall negotiate
25 in good faith with respect to evaluation procedures pursuant
26 to chapter 20.

27 2. The determination of standards of performance expected
28 of school district personnel shall be reserved as an exclusive
29 management right of the school board and shall not be subject
30 to mandatory negotiations under [chapter 20](#). ~~Objections~~
31 Notwithstanding chapter 20, objections to the procedures,
32 use, or content of an evaluation in a teacher termination
33 proceeding brought before the school board in a hearing held in
34 accordance with [section 279.16](#) or [279.27](#) shall not be subject
35 to ~~any~~ the grievance procedures negotiated in accordance with

1 chapter 20. A school district shall not be obligated to
2 process any evaluation grievance after service of a notice and
3 recommendation to terminate an individual's continuing teaching
4 contract in accordance with this chapter.

5 Sec. _____. Section 279.15, subsection 2, paragraph c, Code
6 2021, is amended to read as follows:

7 c. Within five days of the receipt of the written notice
8 that the superintendent is recommending termination of the
9 contract, the teacher may request, in writing to the secretary
10 of the board, a private hearing with the board. The private
11 hearing shall not be subject to **chapter 21** and shall be held
12 no sooner than ~~twenty~~ ten days and no later than ~~forty~~ twenty
13 days following the receipt of the request unless the parties
14 otherwise agree. The secretary of the board shall notify the
15 teacher in writing of the date, time, and location of the
16 private hearing, and at least ~~ten~~ five days before the hearing
17 shall also furnish to the teacher any documentation which
18 may be presented to the board at the private hearing and a
19 list of persons who may address the board in support of the
20 superintendent's recommendation at the private hearing. At
21 least ~~seven~~ three days before the hearing, the teacher shall
22 provide any documentation the teacher expects to present at
23 the private hearing, along with the names of any persons who
24 may address the board on behalf of the teacher. This exchange
25 of information shall be at the time specified unless otherwise
26 agreed.

27 Sec. _____. Section 279.16, Code 2021, is amended by striking
28 the section and inserting in lieu thereof the following:

29 **279.16 Private hearing — decision — record.**

30 1. The participants at the private hearing shall be
31 at least a majority of the members of the board, their
32 legal representatives, if any, the superintendent, the
33 superintendent's designated representatives, if any, the
34 teacher's immediate supervisor, the teacher, the teacher's
35 representatives, if any, and the witnesses for the parties.

1 The evidence at the private hearing shall be limited to the
2 specific reasons stated in the superintendent's notice of
3 recommendation of termination. No participant in the hearing
4 shall be liable for any damages to any person if any statement
5 at the hearing is determined to be erroneous as long as the
6 statement was made in good faith. The superintendent shall
7 present evidence and argument on all issues involved and
8 the teacher may cross-examine, respond and present evidence
9 and argument in the teacher's behalf relevant to all issues
10 involved. Evidence may be by stipulation of the parties and
11 informal settlement may be made by stipulation, consent, or
12 default or by any other method agreed upon by the parties in
13 writing. The board shall employ a certified shorthand reporter
14 to keep a record of the private hearing. The proceedings
15 or any part thereof shall be transcribed at the request of
16 either party with the expense of transcription charged to the
17 requesting party.

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

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

34 4. The board shall not be bound by common law or statutory
35 rules of evidence or by technical or formal rules of procedure,

1 but it shall hold the hearing in such manner as is best suited
2 to ascertain and conserve the substantial rights of the
3 parties. Process and procedure under sections 279.13 through
4 279.19 shall be as summary as reasonably may be.

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

9 6. If the teacher fails to timely request a private hearing
10 or does not appear at the private hearing, the board may
11 proceed and make a determination upon the superintendent's
12 recommendation. If the teacher fails to timely file a request
13 for a private hearing, the determination shall be not later
14 than May 31. If the teacher fails to appear at the private
15 hearing, the determination shall be not later than five days
16 after the scheduled date for the private hearing. The board
17 shall convene in open session and by roll call vote determine
18 the termination or continuance of the teacher's contract
19 and, if the board votes to continue the teacher's contract,
20 whether to suspend the teacher with or without pay for a period
21 specified by the board.

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

27 8. The record for a private hearing shall include:

28 a. All pleadings, motions and intermediate rulings.

29 b. All evidence received or considered and all other
30 submissions.

31 c. A statement of all matters officially noticed.

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

34 e. All findings and exceptions.

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

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

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

10 10. When the board has reached a decision, opinion, or
11 conclusion, it shall convene in open meeting and by roll
12 call vote determine the continuance or discontinuance of the
13 teacher's contract and, if the board votes to continue the
14 teacher's contract, whether to suspend the teacher with or
15 without pay for a period specified by the board. The record
16 of the private conference and findings of fact and exceptions
17 shall be exempt from the provisions of [chapter 22](#). The
18 secretary of the board shall immediately mail notice of the
19 board's action to the teacher.

20 Sec. ____ . NEW SECTION. 279.17 **Appeal by teacher to**
21 **adjudicator.**

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

29 2. Within five days following receipt by the secretary
30 of the notice of appeal, the board or the board's legal
31 representative, if any, and the teacher or the teacher's
32 representative, if any, may select an adjudicator who resides
33 within the boundaries of the merged area in which the school
34 district is located. If an adjudicator cannot be mutually
35 agreed upon within the five-day period, the secretary shall

1 notify the chairperson of the public employment relations board
2 by transmitting the notice of appeal, and the chairperson of
3 the public employment relations board shall within five days
4 provide a list of five adjudicators to the parties. Within
5 three days from receipt of the list of adjudicators, the
6 parties shall select an adjudicator by alternately removing a
7 name from the list until only one name remains. The person
8 whose name remains shall be the adjudicator. The parties shall
9 determine by lot which party shall remove the first name from
10 the list submitted by the chairperson of the public employment
11 relations board. The secretary of the board shall inform the
12 chairperson of the public employment relations board of the
13 name of the adjudicator selected.

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

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

25 *b.* The record certified and filed by the board shall be the
26 record upon which the appeal shall be heard and no additional
27 evidence shall be heard by the adjudicator. In such appeal to
28 the adjudicator, especially when considering the credibility
29 of witnesses, the adjudicator shall give weight to the fact
30 findings of the board but shall not be bound by them.

31 5. Before the date set for hearing a petition for review
32 of board action, which shall be within ten days after
33 receipt of the record unless otherwise agreed or unless the
34 adjudicator orders additional evidence be taken before the
35 board, application may be made to the adjudicator for leave to

1 present evidence in addition to that found in the record of the
2 case. If it is shown to the adjudicator that the additional
3 evidence is material and that there were good reasons for
4 failure to present it in the private hearing before the board,
5 the adjudicator may order that the additional evidence be taken
6 before the board upon conditions determined by the adjudicator.
7 The board may modify its findings and decision in the case by
8 reason of the additional evidence and shall file that evidence
9 and any modifications, new findings, or decisions, with the
10 adjudicator and mail copies of the new findings or decisions
11 to the teacher.

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

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

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

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

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

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

3 Sec. _____. Section 279.18, Code 2021, is amended by striking
4 the section and inserting in lieu thereof the following:

5 **279.18 Appeal by either party to court.**

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

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

- 33 a. In violation of constitutional or statutory provisions.
- 34 b. In excess of the statutory authority of the board or the
35 adjudicator.

- 1 *c.* In violation of a board rule or policy or contract.
- 2 *d.* Made upon unlawful procedure.
- 3 *e.* Affected by other error of law.
- 4 *f.* Unsupported by a preponderance of the competent evidence
5 in the record made before the board and the adjudicator when
6 that record is viewed as a whole.
- 7 *g.* Unreasonable, arbitrary or capricious or characterized
8 by an abuse of discretion or a clearly unwarranted exercise of
9 discretion.

10 3. An aggrieved or adversely affected party to the judicial
11 review proceeding may obtain a review of any final judgment of
12 the district court by appeal to the supreme court. The appeal
13 shall be taken as in other civil cases, although the appeal may
14 be taken regardless of the amount involved.

15 4. For purposes of this section, unless the context
16 otherwise requires, "*rejecting party*" shall include but not be
17 limited to an instructor employed by a community college.

18 Sec. _____. Section 279.19, Code 2021, is amended by striking
19 the section and inserting in lieu thereof the following:

20 **279.19 Probationary period.**

21 1. The first three consecutive years of employment of
22 a teacher in the same school district are a probationary
23 period. However, if the teacher has successfully completed a
24 probationary period of employment for another school district
25 located in Iowa, the probationary period in the current
26 district of employment shall not exceed one year. A board of
27 directors may waive the probationary period for any teacher who
28 previously has served a probationary period in another school
29 district and the board may extend the probationary period for
30 an additional year with the consent of the teacher.

31 2. *a.* In the case of the termination of a probationary
32 teacher's contract, the provisions of sections 279.15 and
33 279.16 shall apply. However, if the probationary teacher is a
34 beginning teacher who fails to demonstrate competence in the
35 Iowa teaching standards in accordance with chapter 284, the

1 provisions of sections 279.17 and 279.18 shall also apply.

2 *b.* The board's decision shall be final and binding unless
3 the termination was based upon an alleged violation of a
4 constitutionally guaranteed right of the teacher or an alleged
5 violation of public employee rights of the teacher under
6 section 20.10.

7 3. Notwithstanding any provision to the contrary, the
8 grievance procedures of section 20.18 relating to job
9 performance or job retention shall not apply to a teacher
10 during the first two years of the teacher's probationary
11 period. However, this subsection shall not apply to a teacher
12 who has successfully completed a probationary period in a
13 school district in Iowa.

14 Sec. _____. Section 279.19A, subsections 1, 2, 7, and 8, Code
15 2021, are amended to read as follows:

16 1. School districts employing individuals to coach
17 interscholastic athletic sports shall issue a separate
18 extracurricular contract for each of these sports. An
19 extracurricular contract offered under [this section](#) shall be
20 separate from the contract issued under [section 279.13](#). Wages
21 for employees who coach these sports shall be paid pursuant
22 to established or negotiated supplemental pay schedules.
23 An extracurricular contract shall be in writing, and shall
24 state the number of contract days for that sport, the annual
25 compensation to be paid, and any other matters as may be
26 mutually agreed upon. The contract shall be for a single
27 school year.

28 2. *a.* An extracurricular contract shall be continued
29 automatically in force and effect for equivalent periods,
30 except as modified or terminated by mutual agreement of
31 the board of directors and the employee, or terminated in
32 accordance with this section. An extracurricular contract
33 shall initially be offered by the employing board to an
34 individual on the same date that contracts are offered to
35 teachers under section 279.13. An extracurricular contract

1 may be terminated at the end of a school year pursuant to
2 sections 279.15 through 279.19. If the school district offers
3 an extracurricular contract for a sport for the subsequent
4 school year to an employee who is currently performing
5 under an extracurricular contract for that sport, and the
6 employee does not wish to accept the extracurricular contract
7 for the subsequent year, the employee may resign from the
8 extracurricular contract within twenty-one days after it has
9 been received.

10 ~~b. If the provisions of an extracurricular contract executed~~
11 ~~under this section conflict with a collective bargaining~~
12 ~~agreement negotiated under chapter 20 and effective when the~~
13 ~~extracurricular contract is executed or renewed, the provisions~~
14 ~~of the collective bargaining agreement shall prevail Section~~
15 ~~279.13, subsection 3, applies to this section.~~

16 7. An extracurricular contract may be terminated prior to
17 the expiration of that contract ~~for any lawful reason following~~
18 ~~an informal, private hearing before the board of directors~~
19 ~~pursuant to section 279.27. The decision of the board to~~
20 ~~terminate an extracurricular contract shall be final.~~

21 8. a. A termination proceeding regarding an extracurricular
22 contract ~~shall~~ either by the board pursuant to subsection 2 or
23 pursuant to section 279.27 does not affect a contract issued
24 pursuant to section 279.13.

25 b. A termination of a contract entered into pursuant to
26 section 279.13, or a resignation from that contract by the
27 teacher, constitutes an automatic termination or resignation of
28 the extracurricular contract in effect between the same teacher
29 and the employing school board.

30 Sec. _____. Section 279.23, subsection 1, paragraph c, Code
31 2021, is amended to read as follows:

32 c. ~~The rate of compensation per week of five consecutive~~
33 ~~days or month of four consecutive weeks.~~

34 Sec. _____. Section 279.23, subsection 5, Code 2021, is
35 amended to read as follows:

1 5. Notwithstanding the other provisions of [this section](#),
2 a temporary contract may be issued to an administrator ~~for~~
3 ~~up to nine months. Notwithstanding the other provisions of~~
4 ~~this section~~, a temporary contract may also be issued to
5 an administrator to fill a vacancy created by a leave of
6 absence in accordance with the provisions of [section 29A.28](#),
7 which contract shall automatically terminate upon return from
8 military leave of the former incumbent of the administrator
9 position. ~~Temporary contracts and which contract~~ shall not be
10 subject to the provisions of [sections 279.24](#) and [279.25](#).

11 Sec. _____. Section 279.24, subsections 2 and 4, Code 2021,
12 are amended to read as follows:

13 2. If the board of directors is considering termination of
14 an administrator's contract, prior to any formal action, the
15 board may arrange to meet in closed session, in accordance with
16 the provisions of [section 21.5](#), with the administrator and the
17 administrator's representative. The board shall review the
18 administrator's evaluation, review the reasons for nonrenewal,
19 and give the administrator an opportunity to respond. If,
20 following the closed session, the board of directors and the
21 administrator are unable to mutually agree to a modification
22 or termination of the administrator's contract, or the board
23 of directors may issue and the administrator are unable to
24 mutually agree to enter into a one-year, nonrenewable contract,
25 ~~to the administrator. If the board of directors decides to~~
26 ~~terminate the administrator's contract, the board shall follow~~
27 the procedures in [this section](#).

28 4. Administrators employed in a school district for
29 less than ~~three~~ two consecutive years are probationary
30 administrators. However, a school board may waive the
31 probationary period for any administrator who has previously
32 served a probationary period in another school district and
33 the school board may extend the probationary period for an
34 additional year with the consent of the administrator. If a
35 school board determines that it should terminate a probationary

1 administrator's contract, the school board shall notify the
2 administrator not later than May 15 that the contract will not
3 be renewed beyond the current year. The notice shall be in
4 writing by letter, personally delivered, or mailed by certified
5 mail. The notification shall be complete when received by the
6 administrator. Within ten days after receiving the notice, the
7 administrator may request a private conference with the school
8 board to discuss the reasons for termination. The school
9 board's decision to terminate a probationary administrator's
10 contract shall be final unless the termination was based upon
11 an alleged violation of a constitutionally guaranteed right of
12 the administrator.

13 Sec. _____. Section 279.24, subsection 5, paragraphs c, d, e,
14 f, g, and h, Code 2021, are amended to read as follows:

15 c. Within five days after receipt of the written notice
16 that the school board has voted to consider termination of
17 the contract, the administrator may request ~~a private hearing~~
18 in writing to the secretary of the school board. ~~The board~~
19 ~~shall then forward~~ that the notification be forwarded to the
20 board of educational examiners along with a request that the
21 board of educational examiners submit a list of five qualified
22 administrative law judges to the parties. Within three
23 days from receipt of the list the parties shall select an
24 administrative law judge by alternately removing a name from
25 the list until only one name remains. The person whose name
26 remains shall be the administrative law judge. The parties
27 shall determine by lot which party shall remove the first
28 name from the list. The ~~private~~ hearing shall be held no
29 sooner than ~~twenty~~ ten days and not later than ~~forty~~ thirty
30 days following the administrator's request unless the parties
31 otherwise agree. If the administrator does not request a
32 ~~private~~ hearing, the school board, not later than May 31, may
33 determine the continuance or discontinuance of the contract
34 and, if the board determines to continue the administrator's
35 contract, whether to suspend the administrator with or without

1 pay for a period specified by the board. School board action
2 shall be by majority roll call vote entered on the minutes of
3 the meeting. Notice of school board action shall be personally
4 delivered or mailed to the administrator.

5 *d.* The administrative law judge selected shall notify
6 the secretary of the school board and the administrator in
7 writing concerning the date, time, and location of the ~~private~~
8 hearing. The school board may be represented by a legal
9 representative, if any, and the administrator shall appear and
10 may be represented by counsel or by representative, if any.
11 ~~Any witnesses for the parties at the private hearing shall be~~
12 ~~sequestered.~~ A transcript or recording shall be made of the
13 proceedings at the ~~private~~ hearing. A school board member or
14 administrator is not liable for any damage to an administrator
15 or school board member if a statement made at the ~~private~~
16 hearing is determined to be erroneous as long as the statement
17 was made in good faith.

18 *e.* The administrative law judge shall, within ten days
19 following the date of the ~~private~~ hearing, make a proposed
20 decision as to whether or not the administrator should be
21 dismissed, and shall give a copy of the proposed decision to
22 the administrator and the school board. Findings of fact shall
23 be prepared by the administrative law judge. The proposed
24 decision of the administrative law judge shall become the final
25 decision of the school board unless within ~~thirty~~ ten days
26 after the filing of the decision the administrator files a
27 written notice of appeal with the school board, or the school
28 board on its own motion determines to review the decision.

29 *f.* If the administrator appeals to the school board, or if
30 the school board determines on its own motion to review the
31 proposed decision of the administrative law judge, a private
32 hearing shall be held before the school board within ~~ten~~ five
33 days after the petition for review, or motion for review, has
34 been made or at such other time as the parties agree. The
35 private hearing is not subject to [chapter 21](#). The school board

1 may hear the case de novo upon the record as submitted before
2 the administrative law judge. In cases where there is an
3 appeal from a proposed decision or where a proposed decision
4 is reviewed on motion of the school board, an opportunity
5 shall be afforded to each party to file exceptions, present
6 briefs, and present oral arguments to the school board which
7 is to render the final decision. The secretary of the school
8 board shall give the administrator written notice of the time,
9 place, and date of the ~~private~~ hearing. The school board shall
10 meet within five days after the ~~private~~ hearing to determine
11 the question of continuance or discontinuance of the contract
12 and, if the board determines to continue the administrator's
13 contract, whether to suspend the administrator with or
14 without pay for a period specified by the board ~~or issue the~~
15 ~~administrator a one-year, nonrenewable contract.~~ The school
16 board shall make findings of fact which shall be based solely
17 on the evidence in the record and on matters officially noticed
18 in the record.

19 *g.* The decision of the school board shall be in writing
20 and shall include finding of fact and conclusions of law,
21 separately stated. Findings of fact, if set forth in statutory
22 language, shall be accompanied by a concise and explicit
23 statement of the underlying facts supporting the findings.
24 Each conclusion of law shall be supported by cited authority
25 or by reasoned opinion.

26 *h.* When the school board has reached a decision, opinion,
27 or conclusion, it shall convene in open meeting and by roll
28 call vote determine the continuance or discontinuance of
29 the administrator's contract and, if the board votes to
30 continue the administrator's contract, whether to suspend the
31 administrator with or without pay for a period specified by
32 the board ~~or issue the administrator a one-year, nonrenewable~~
33 ~~contract.~~ The record of the private hearing conference and
34 ~~written decision of the board~~ findings of fact and exceptions
35 shall be exempt from the provisions of [chapter 22](#). The

1 secretary of the school board shall immediately personally
2 deliver or mail notice of the school board's action to the
3 administrator.

4 Sec. _____. Section 279.27, Code 2021, is amended to read as
5 follows:

6 **279.27 Discharge of teacher.**

7 ~~1.~~ A teacher may be discharged at any time during the
8 contract year for just cause. The superintendent or the
9 superintendent's designee, shall notify the teacher immediately
10 that the superintendent will recommend in writing to the board
11 at a regular or special meeting of the board held not more
12 than fifteen days after notification has been given to the
13 teacher that the teacher's continuing contract be terminated
14 effective immediately following a decision of the board.
15 The procedure for dismissal shall be as provided in section
16 279.15, subsection 2, and [sections 279.16 through 279.19](#). The
17 superintendent may suspend a teacher under [this section](#) pending
18 hearing and determination by the board.

19 ~~2. For purposes of [this section](#), "just cause" includes~~
20 ~~but is not limited to a violation of the code of professional~~
21 ~~conduct and ethics of the board of educational examiners if~~
22 ~~the board has taken disciplinary action against a teacher,~~
23 ~~during the six months following issuance by the board of a~~
24 ~~final written decision and finding of fact after a disciplinary~~
25 ~~proceeding.~~

26 Sec. _____. Section 284.3, subsection 2, Code 2021, is amended
27 to read as follows:

28 2. A school board shall provide for the following:

29 a. For purposes of comprehensive evaluations, standards
30 and criteria which measure a beginning teacher's performance
31 against the Iowa teaching standards specified in [subsection 1](#),
32 and the criteria for the Iowa teaching standards developed by
33 the department in accordance with [section 256.9](#), to determine
34 whether the teacher's practice meets the requirements specified
35 for a career teacher. These standards and criteria shall be

1 set forth in an instrument provided by the department. The
2 comprehensive evaluation and instrument are not subject to
3 negotiations or grievance procedures pursuant to [chapter 20](#) or
4 determinations made by the board of directors under section
5 279.14. A local school board and its certified bargaining
6 representative may negotiate, pursuant to chapter 20,
7 evaluation and grievance procedures for beginning teachers that
8 are not in conflict with this chapter. If, in accordance with
9 section 279.19, a beginning teacher appeals the determination
10 of a school board to an adjudicator under section 279.17, the
11 adjudicator selected shall have successfully completed training
12 related to the Iowa teacher standards, the criteria adopted
13 by the state board in accordance with subsection 3, and any
14 additional training required under rules adopted by the public
15 employment relations board in cooperation with the state board.

16 *b.* For purposes of performance reviews for teachers other
17 than beginning teachers, evaluations that contain, at a
18 minimum, the Iowa teaching standards specified in subsection
19 1, as well as the criteria for the Iowa teaching standards
20 developed by the department in accordance with section
21 256.9, subsection 42. A local school board and its certified
22 bargaining representative may negotiate, pursuant to chapter
23 20, additional teaching standards and criteria. A local
24 school board and its certified bargaining representative shall
25 negotiate, pursuant to chapter 20, evaluation and grievance
26 procedures for teachers other than beginning teachers that are
27 not in conflict with this chapter.

28 Sec. _____. Section 284.4, subsection 1, paragraph b,
29 subparagraphs (2) and (5), Code 2021, are amended to read as
30 follows:

31 (2) Monitor the evaluation requirements of [this chapter](#)
32 to ensure evaluations are conducted in a fair and consistent
33 manner throughout the school district or agency. ~~The committee~~
34 ~~shall~~ In addition to any negotiated evaluation procedures,
35 develop model evidence for the Iowa teaching standards and

1 criteria. The model evidence will minimize paperwork and focus
2 on teacher improvement. The model evidence will determine
3 which standards and criteria can be met with observation and
4 which evidence meets multiple standards and criteria.

5 (5) Determine Ensure the agreement negotiated pursuant to
6 chapter 20 determines the compensation for teachers on the
7 committee for work responsibilities required beyond the normal
8 work day.

9 Sec. _____. Section 284.8, subsections 2 and 3, Code 2021, are
10 amended to read as follows:

11 2. If a supervisor or an evaluator determines, at any time,
12 as a result of a teacher's performance that the teacher is not
13 meeting district expectations under the Iowa teaching standards
14 specified in [section 284.3, subsection 1](#), paragraphs "a"
15 through "h", ~~and~~ the criteria for the Iowa teaching standards
16 developed by the department in accordance with section 256.9,
17 subsection 42, and any other standards or criteria established
18 in the collective bargaining agreement, the evaluator shall,
19 at the direction of the teacher's supervisor, recommend to
20 the district that the teacher participate in an intensive
21 assistance program. The intensive assistance program and its
22 implementation are ~~not~~ subject to negotiation and grievance
23 procedures established pursuant to [chapter 20](#). All school
24 districts shall be prepared to offer an intensive assistance
25 program.

26 3. A teacher who is not meeting the applicable standards and
27 criteria based on a determination made pursuant to [subsection 2](#)
28 shall participate in an intensive assistance program. ~~However,~~
29 ~~a teacher who has previously participated in an intensive~~
30 ~~assistance program relating to particular Iowa teaching~~
31 ~~standards or criteria shall not be entitled to participate~~
32 ~~in another intensive assistance program relating to the same~~
33 ~~standards or criteria and shall be subject to the provisions of~~
34 [subsection 4](#).

35 Sec. _____. Section 284.8, Code 2021, is amended by adding the

1 following new subsection:

2 NEW SUBSECTION. 2A. If a teacher is denied advancement
3 to the career II or advanced teacher level based upon a
4 performance review, the teacher may appeal the decision to an
5 adjudicator under the process established under section 279.17.
6 However, the decision of the adjudicator is final.

7 Sec. _____. Section 284.8, subsection 4, Code 2021, is amended
8 by striking the subsection.

9 Sec. _____. EFFECTIVE DATE. This division of this Act, being
10 deemed of immediate importance, takes effect upon enactment.

11 Sec. _____. APPLICABILITY. This division of this Act applies
12 to employment contracts of school employees entered into
13 pursuant to chapter 279 on and after the effective date of
14 this division of this Act. This division of this Act does
15 not apply to collective bargaining agreements which have been
16 ratified in a ratification election referred to in section
17 20.17, subsection 4, for which an arbitrator has made a final
18 determination as described in section 20.22, subsection 11,
19 or which have become effective, where such events occurred
20 before the effective date of this division of this Act. This
21 division of this Act applies to all collective bargaining
22 procedures provided for in chapter 20 occurring on and after
23 the effective date of this division of this Act and collective
24 bargaining agreements pursuant to chapter 20 for which a
25 ratification election referred to in section 20.17, subsection
26 4, is held, for which an arbitrator makes a final determination
27 as described in section 20.22, subsection 11, or which become
28 effective on or after the effective date of this division of
29 this Act.

30 DIVISION _____

31 PERSONNEL RECORDS AND SETTLEMENT AGREEMENTS

32 Sec. _____. Section 22.7, subsection 11, paragraph a,
33 subparagraph (5), Code 2021, is amended to read as follows:

34 (5) The fact that the individual ~~resigned in lieu of~~
35 ~~termination,~~ was discharged, ~~or was demoted~~ as the result of

1 a final disciplinary action, ~~and the documented reasons and~~
2 ~~rationale for the resignation in lieu of termination, the~~
3 ~~discharge, or the demotion. For purposes of this subparagraph,~~
4 ~~"demoted" and "demotion" mean a change of an employee from~~
5 ~~a position in a given classification to a position in a~~
6 ~~classification having a lower pay grade~~ upon the exhaustion of
7 all applicable contractual, legal, and statutory remedies.

8 Sec. _____. REPEAL. Sections 22.13A and 22.15, Code 2021,
9 are repealed.

10 Sec. _____. EFFECTIVE DATE. This division of this Act, being
11 deemed of immediate importance, takes effect upon enactment.

12 Sec. _____. APPLICABILITY. This division of this Act applies
13 to requests for records pursuant to chapter 22 submitted on or
14 after the effective date of this division of this Act.

15 DIVISION ____

16 CITY CIVIL SERVICE REQUIREMENTS

17 Sec. _____. Section 400.12, subsection 4, Code 2021, is
18 amended by striking the subsection.

19 Sec. _____. Section 400.17, subsection 4, Code 2021, is
20 amended to read as follows:

21 4. A person shall not be appointed, denied appointment,
22 promoted, ~~removed~~, discharged, ~~suspended~~, or demoted to or
23 from a civil service position or in any other way favored or
24 discriminated against in that position because of political
25 or religious opinions or affiliations, race, national origin,
26 sex, or age, or in retaliation for the exercise of any right
27 enumerated in **this chapter**. However, the maximum age for a
28 police officer or fire fighter covered by **this chapter** and
29 employed for police duty or the duty of fighting fires is
30 sixty-five years of age.

31 Sec. _____. Section 400.18, Code 2021, is amended by striking
32 the section and inserting in lieu thereof the following:

33 **400.18 Removal, demotion, or suspension.**

34 1. A person holding civil service rights as provided in
35 this chapter shall not be removed, demoted, or suspended

1 arbitrarily, except as otherwise provided in this chapter, but
2 may be removed, demoted, or suspended after a hearing by a
3 majority vote of the civil service commission, for neglect of
4 duty, disobedience, misconduct, or failure to properly perform
5 the person's duties.

6 2. The party alleging neglect of duty, disobedience,
7 misconduct, or failure to properly perform a duty shall have
8 the burden of proof.

9 3. A person subject to a hearing has the right to be
10 represented by counsel at the person's expense or by the
11 person's authorized collective bargaining representative.

12 Sec. _____. Section 400.19, Code 2021, is amended to read as
13 follows:

14 **400.19 ~~Removal, or discharge, demotion, or suspension of~~**
15 **subordinates.**

16 The person having the appointing power as provided in
17 this chapter, or the chief of police or chief of the fire
18 department, may, ~~upon presentation of grounds for such action~~
19 ~~to the subordinate in writing, peremptorily remove, discharge,~~
20 ~~demote, or suspend,~~ demote, or discharge a subordinate then
21 under the person's or chief's direction ~~due to any act or~~
22 ~~failure to act by the employee that is in contravention of law,~~
23 ~~city policies, or standard operating procedures, or that in~~
24 ~~the judgment of the person or chief is sufficient to show that~~
25 ~~the employee is unsuitable or unfit for employment~~ for neglect
26 of duty, disobedience of orders, misconduct, or failure to
27 properly perform the subordinate's duties.

28 Sec. _____. Section 400.20, Code 2021, is amended to read as
29 follows:

30 **400.20 Appeal.**

31 The ~~removal, discharge~~ suspension, demotion, or ~~suspension~~
32 discharge of a person holding civil service rights may be
33 appealed to the civil service commission within fourteen
34 calendar days after the ~~removal, discharge~~ suspension,
35 demotion, or ~~suspension~~ discharge.

1 Sec. _____. Section 400.21, Code 2021, is amended to read as
2 follows:

3 **400.21 Notice of appeal.**

4 If the appeal be taken by the person ~~removed, discharged~~
5 suspended, demoted, or ~~suspended~~ discharged, notice of the
6 appeal, signed by the appellant and specifying the ruling
7 appealed from, shall be filed with the clerk of the commission.
8 If the appeal is taken by the person making such ~~removal,~~
9 ~~discharge~~ suspension, demotion, or ~~suspension~~ discharge, such
10 notice shall also be served upon the person ~~removed, discharged~~
11 suspended, demoted, or ~~suspended~~ discharged.

12 Sec. _____. Section 400.22, Code 2021, is amended to read as
13 follows:

14 **400.22 Charges.**

15 Within fourteen calendar days from the service of the notice
16 of appeal, the person or body making the ruling appealed
17 from shall file with the body to which the appeal is taken a
18 written specification of the charges and grounds upon which the
19 ruling was based. If the charges are not filed, the person
20 ~~removed, suspended or discharged, demoted, or suspended~~ may
21 present the matter to the body to whom the appeal is to be
22 taken by affidavit, setting forth the facts, and the body to
23 whom the appeal is to be taken shall immediately enter an
24 order reinstating the person ~~removed, suspended or discharged,~~
25 ~~demoted, or suspended~~ for want of prosecution.

26 Sec. _____. Section 400.27, subsection 3, Code 2021, is
27 amended to read as follows:

28 3. The city or any civil service employee shall have a
29 right to appeal to the district court from the final ruling or
30 decision of the civil service commission. The appeal shall be
31 taken within thirty days from the filing of the formal decision
32 of the commission. The district court of the county in which
33 the city is located shall have full jurisdiction of the appeal.
34 ~~The scope of review for the appeal shall be limited to de novo~~
35 ~~appellate review without a trial or additional evidence~~ The

1 appeal shall be a trial de novo as an equitable action in the
2 district court.

3 Sec. _____. Section 400.28, Code 2021, is amended by striking
4 the section and inserting in lieu thereof the following:

5 **400.28 Employees — number diminished.**

6 1. When the public interest requires a diminution of
7 employees in a classification or grade under civil service,
8 the city council, acting in good faith, may do either of the
9 following:

10 a. Abolish the office and remove the employee from the
11 employee's classification or grade thereunder.

12 b. Reduce the number of employees in any classification or
13 grade by suspending the necessary number.

14 2. In case it thus becomes necessary to so remove or suspend
15 any such employees, the persons so removed or suspended shall
16 be those having seniority of the shortest duration in the
17 classifications or grades affected, and such seniority shall be
18 computed as provided in section 400.12 for all persons holding
19 seniority in the classification or grade affected, regardless
20 of their seniority in any other classification or grade, but
21 any such employee so removed from any classification or grade
22 shall revert to the employee's seniority in the next lower
23 grade or classification; if such seniority is equal, then the
24 one less efficient and competent as determined by the person or
25 body having the appointing power shall be the one affected.

26 3. In case of removal or suspension, the civil service
27 commission shall issue to each person affected one certificate
28 showing the person's comparative seniority or length of service
29 in each of the classifications or grades from which the person
30 is so removed and the fact that the person has been honorably
31 removed. The certificate shall also list each classification
32 or grade in which the person was previously employed. The
33 person's name shall be carried for a period of not less than
34 three years after the suspension or removal on a preferred list
35 and appointments or promotions made during that period to the

1 person's former duties in the classification or grade shall
2 be made in the order of greater seniority from the preferred
3 lists.

4 Sec. _____. SENIORITY RIGHTS REESTABLISHED. The seniority
5 rights of any civil service employee extinguished pursuant
6 to section 400.12, subsection 4, Code 2021, are hereby
7 reestablished, including accrual of seniority during the period
8 of extinguishment.

9 Sec. _____. EFFECTIVE DATE. This division of this Act, being
10 deemed of immediate importance, takes effect upon enactment.

11 Sec. _____. APPLICABILITY. This division of this Act applies
12 to employment actions taken on or after the effective date of
13 this division of this Act.

14 DIVISION _____

15 HEALTH INSURANCE MATTERS

16 Sec. _____. REPEAL. Section 70A.41, Code 2021, is repealed.

17 Sec. _____. EFFECTIVE DATE. This division of this Act, being
18 deemed of immediate importance, takes effect upon enactment.>

19 2. Title page, by striking line 4 and inserting <regulatory
20 authority and other properly related matters, and including
21 effective date, applicability, and transition provisions.>

22 3. By renumbering as necessary.

HUNTER of Polk