

Senate File 2186 - Introduced

SENATE FILE 2186

BY BOULTON

A BILL FOR

1 An Act concerning employment matters involving public employees
2 including collective bargaining, educator employment
3 matters, personnel records and settlement agreements, city
4 civil service requirements, and health insurance matters,
5 and including effective date, applicability, and transition
6 provisions.

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

DIVISION I

PUBLIC EMPLOYEE COLLECTIVE BARGAINING

1
2
3 Section 1. Section 20.3, subsections 11 and 13, Code 2018,
4 are amended by striking the subsections.

5 Sec. 2. Section 20.6, subsection 1, Code 2018, is amended
6 to read as follows:

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

9 Sec. 3. Section 20.6, subsections 6 and 7, Code 2018, are
10 amended by striking the subsections.

11 Sec. 4. Section 20.7, subsection 2, Code 2018, is amended
12 to read as follows:

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

15 Sec. 5. Section 20.8, subsection 5, Code 2018, is amended by
16 striking the subsection.

17 Sec. 6. Section 20.9, Code 2018, is amended by striking the
18 section and inserting in lieu thereof the following:

19 **20.9 Scope of negotiations.**

20 1. The public employer and the employee organization shall
21 meet at reasonable times, including meetings reasonably in
22 advance of the public employer's budget-making process, to
23 negotiate in good faith with respect to but not limited to the
24 following:

25 a. Wages.

26 b. Hours, including the establishment of work shifts and
27 schedules and procedures and criteria for assigning work shifts
28 and schedules.

29 c. Vacations.

30 d. Insurance, including the determination of the health
31 insurance carrier.

32 e. Holidays.

33 f. Leaves of absence, including cash payments for
34 accumulated leave.

35 g. Shift differentials.

- 1 *h.* Overtime compensation.
- 2 *i.* Supplemental pay, including payments and benefits which
3 are other than wages and are not paid as compensation for or
4 conditioned upon the employees' performance of services in
5 addition to their regular services to the public employer.
- 6 *j.* Seniority.
- 7 *k.* Transfer procedures.
- 8 *l.* Job classifications.
- 9 *m.* Health and safety matters.
- 10 *n.* Evaluation procedures, including the frequency of
11 evaluations, the method of evaluation, evaluation forms
12 and other evaluation instruments, evaluation criteria, the
13 purposes for and use of evaluations, and remedial and employee
14 performances improvement plans and procedures.
- 15 *o.* Procedures for staff reduction.
- 16 *p.* In-service training.
- 17 *q.* Preparation time.
- 18 *r.* Class size.
- 19 *s.* Discipline and discharge, including grounds for discharge
20 and imposition of other discipline, levels and types of
21 disciplinary measures, and procedures for resolving disputes.
- 22 *t.* Work uniforms and equipment and other required work
23 clothing and equipment, including allowances for uniforms and
24 equipment and other required work clothing and equipment.
- 25 *u.* Staffing levels.
- 26 *v.* Retirement systems not excluded from negotiations
27 pursuant to subsection 4.
- 28 *w.* Other terms and conditions of employment except as
29 provided in subsection 4.
- 30 2. Negotiations shall also include terms authorizing
31 dues checkoff for members of the employee organization and
32 grievance procedures for resolving any questions arising under
33 the agreement, which shall be embodied in a written agreement
34 and signed by the parties. If an agreement provides for dues
35 checkoff, a member's dues may be checked off only upon the

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

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

15 4. The following shall be excluded from the scope of
16 negotiations:

17 a. All retirement systems established by statute except
18 for pension and annuity retirement systems established
19 under chapter 412 and except for supplemental and additional
20 retirement benefits including severance payments, cash payments
21 based on accumulated or unused leave time, and insurance for
22 retired employees.

23 b. Discharge for teachers who are employed pursuant to
24 chapter 279. For purposes of this paragraph, discharge does
25 not include procedures and criteria for staff reduction.

26 Sec. 7. Section 20.10, subsection 3, paragraph j, Code 2018,
27 is amended by striking the paragraph.

28 Sec. 8. Section 20.12, subsection 5, Code 2018, is amended
29 to read as follows:

30 5. If an employee organization or any of its officers
31 is held to be in contempt of court for failure to comply
32 with an injunction pursuant to [this section](#), or is convicted
33 of violating [this section](#), the employee organization shall
34 be immediately decertified, shall cease to represent the
35 bargaining unit, shall cease to receive any dues by checkoff,

1 and may again be certified only after ~~twenty-four~~ twelve months
2 have elapsed from the effective date of decertification and
3 only if after a new ~~petition for certification pursuant to~~
4 compliance with section 20.14 ~~is filed and a new certification~~
5 ~~election pursuant to section 20.15~~ is held. The penalties
6 provided in this section may be suspended or modified by the
7 court, but only upon request of the public employer and only
8 if the court determines the suspension or modification is in
9 the public interest.

10 Sec. 9. Section 20.15, Code 2018, is amended by striking the
11 section and inserting in lieu thereof the following:

12 **20.15 Elections.**

13 1. Upon the filing of a petition for certification of an
14 employee organization, the board shall submit a question to
15 the public employees at an election in the bargaining unit
16 found appropriate by the board. The question on the ballot
17 shall permit the public employees to vote for no bargaining
18 representation or for any employee organization which has
19 petitioned for certification or which has presented proof
20 satisfactory to the board of support of ten percent or more of
21 the public employees in the appropriate unit.

22 2. If a majority of the votes cast on the question is
23 for no bargaining representation, the public employees in
24 the bargaining unit found appropriate by the board shall not
25 be represented by an employee organization. If a majority
26 of the votes cast on the question is for a listed employee
27 organization, then that employee organization shall represent
28 the public employees in the bargaining unit found appropriate
29 by the board.

30 3. If none of the choices on the ballot receive the vote
31 of a majority of the public employees voting, the board shall
32 conduct a runoff election among the two choices receiving the
33 greatest number of votes.

34 4. Upon written objections filed by any party to the
35 election within ten days after notice of the results of

1 the election, if the board finds that misconduct or other
2 circumstances prevented the public employees eligible to
3 vote from freely expressing their preferences, the board may
4 invalidate the election and hold a second election for the
5 public employees.

6 5. Upon completion of a valid election in which the majority
7 choice of the employees voting is determined, the board shall
8 certify the results of the election and shall give reasonable
9 notice of the order to all employee organizations listed on the
10 ballot, the public employers, and the public employees in the
11 appropriate bargaining unit.

12 6. *a.* A petition for certification as exclusive bargaining
13 representative of a bargaining unit shall not be considered
14 by the board for a period of one year from the date of the
15 noncertification of an employee organization as the exclusive
16 bargaining representative of that bargaining unit following a
17 certification election. A petition for certification as the
18 exclusive bargaining representative of a bargaining unit shall
19 also not be considered by the board if the bargaining unit is
20 at that time represented by a certified exclusive bargaining
21 representative.

22 *b.* A petition for the decertification of the exclusive
23 bargaining representative of a bargaining unit shall not be
24 considered by the board for a period of one year from the date
25 of its certification, or within one year of its continued
26 certification following a decertification election, or during
27 the duration of a collective bargaining agreement which, for
28 purposes of this section, shall be deemed not to exceed two
29 years. However, if a petition for decertification is filed
30 during the duration of a collective bargaining agreement, the
31 board shall award an election under this section not more than
32 one hundred eighty days and not less than one hundred fifty
33 days prior to the expiration of the collective bargaining
34 agreement. If an employee organization is decertified, the
35 board may receive petitions under section 20.14, provided that

1 no such petition and no election conducted pursuant to such
2 petition within one year from decertification shall include as
3 a party the decertified employee organization.

4 c. A collective bargaining agreement with the state, its
5 boards, commissions, departments, and agencies shall be for two
6 years. The provisions of a collective bargaining agreement or
7 arbitrator's award affecting state employees shall not provide
8 for renegotiations which would require the refinancing of
9 salary and fringe benefits for the second year of the term of
10 the agreement, except as provided in section 20.17, subsection
11 6. The effective date of any such agreement shall be July 1 of
12 odd-numbered years, provided that if an exclusive bargaining
13 representative is certified on a date which will prevent the
14 negotiation of a collective bargaining agreement prior to
15 July 1 of odd-numbered years for a period of two years, the
16 certified collective bargaining representative may negotiate
17 a one-year contract with the public employer which shall be
18 effective from July 1 of the even-numbered year to July 1
19 of the succeeding odd-numbered year when new contracts shall
20 become effective.

21 Sec. 10. Section 20.17, subsection 8, Code 2018, is amended
22 by striking the subsection and inserting in lieu thereof the
23 following:

24 8. The salaries of all public employees of the state under
25 a merit system and all other fringe benefits which are granted
26 to all public employees of the state shall be negotiated with
27 the governor or the governor's designee on a statewide basis,
28 except those benefits which are not subject to negotiations
29 pursuant to the provisions of section 20.9.

30 Sec. 11. Section 20.17, Code 2018, is amended by adding the
31 following new subsection:

32 NEW SUBSECTION. 8A. A public employee or any employee
33 organization shall not negotiate or attempt to negotiate
34 directly with a member of the governing board of a public
35 employer if the public employer has appointed or authorized

1 a bargaining representative for the purpose of bargaining
2 with the public employees or their representative, unless the
3 member of the governing board is the designated bargaining
4 representative of the public employer.

5 Sec. 12. Section 20.22, subsections 2, 3, 7, 9, and 10, Code
6 2018, are amended to read as follows:

7 2. Each party shall serve its final offer on each of
8 the impasse items upon the other party within four days of
9 the board's receipt of the request for arbitration, ~~or by a~~
10 ~~deadline otherwise agreed upon by the parties.~~ The parties may
11 continue to negotiate all offers until an agreement is reached
12 or an award is rendered by the arbitrator. The full costs of
13 arbitration under [this section](#) shall be shared equally by the
14 parties to the dispute.

15 3. The submission of the impasse items to the arbitrator
16 shall be limited to those items upon which the parties have
17 not reached agreement. With respect to each such item, the
18 arbitrator's award shall be restricted to the final offers on
19 each impasse item submitted by the parties to the arbitrator,
20 ~~except as provided in [subsection 10](#), paragraph "b".~~

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

26 a. Past collective bargaining contracts between the parties
27 including the bargaining that led up to such contracts.

28 b. Comparison of wages, hours, and conditions of employment
29 of the involved public employees with those of other public
30 employees doing comparable work, giving consideration to
31 factors peculiar to the area and the classifications involved.

32 c. The interests and welfare of the public, the ability of
33 the public employer to finance economic adjustments, and the
34 effect of such adjustments on the normal standard of services.

35 d. The power of the public employer to levy taxes and

1 appropriate funds for the conduct of its operations.

2 9. ~~a.~~ The arbitrator may administer oaths, examine
3 witnesses and documents, take testimony and receive evidence,
4 and issue subpoenas to compel the attendance of witnesses and
5 the production of records. The arbitrator may petition the
6 district court at the seat of government or of the county
7 in which the hearing is held to enforce the order of the
8 arbitrator compelling the attendance of witnesses and the
9 production of records.

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

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

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

27 (a) ~~Three percent.~~

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

1 ~~the month in which the impasse item regarding base wages was~~
2 ~~submitted to the arbitrator.~~

3 ~~(2) To assist the parties in the preparation of their final~~
4 ~~offers on an impasse item regarding base wages, the board~~
5 ~~shall provide information to the parties regarding the change~~
6 ~~in the consumer price index for all urban consumers for the~~
7 ~~midwest region for any twelve-month period. The department of~~
8 ~~workforce development shall assist the board in preparing such~~
9 ~~information upon request.~~

10 Sec. 13. Section 20.22, subsection 8, Code 2018, is amended
11 by striking the subsection.

12 Sec. 14. Section 20.26, subsection 4, Code 2018, is amended
13 to read as follows:

14 4. Nothing in [this section](#) shall be construed to prohibit
15 voluntary contributions by individuals to political parties
16 or candidates, ~~provided that such contributions are not made~~
17 ~~through payroll deductions.~~

18 Sec. 15. Section 20.29, Code 2018, is amended to read as
19 follows:

20 **20.29 Filing agreement — public access — internet site.**

21 ~~1. Collective bargaining agreements shall be in writing and~~
22 ~~shall be signed by the parties.~~

23 ~~2. A copy of a collective bargaining agreement entered into~~
24 ~~between a public employer and a certified employee organization~~
25 ~~and made final under [this chapter](#) shall be filed with the board~~
26 ~~by the public employer within ten days of the date on which the~~
27 ~~agreement is entered into.~~

28 ~~3. Copies of collective bargaining agreements entered~~
29 ~~into between the state and the state employees' bargaining~~
30 ~~representatives and made final under [this chapter](#) shall be~~
31 ~~filed with the secretary of state and be made available to the~~
32 ~~public at cost.~~

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

1 Sec. 16. Section 20.30, Code 2018, is amended by striking
2 the section and inserting in lieu thereof the following:

3 **20.30 Supervisory member — no reduction before retirement.**

4 A supervisory member of any department or agency employed by
5 the state of Iowa shall not be granted a voluntary reduction to
6 a nonsupervisory rank or grade during the six months preceding
7 retirement of the member. A member of any department or agency
8 employed by the state of Iowa who retires in less than six
9 months after voluntarily requesting and receiving a reduction
10 in rank or grade from a supervisory to a nonsupervisory
11 position shall be ineligible for a benefit to which the member
12 is entitled as a nonsupervisory member but is not entitled as a
13 supervisory member.

14 The provisions of this section shall be effective during the
15 collective bargaining agreement in effect from July 1, 1979,
16 to June 30, 1981.

17 Sec. 17. Section 20.31, subsection 2, unnumbered paragraph
18 1, Code 2018, is amended to read as follows:

19 A mediator shall not be required to testify in any judicial,
20 administrative, ~~arbitration,~~ or grievance proceeding regarding
21 any matters occurring in the course of a mediation, including
22 any verbal or written communication or behavior, other than
23 facts relating exclusively to the timing or scheduling of
24 mediation. A mediator shall not be required to produce or
25 disclose any documents, including notes, memoranda, or other
26 work product, relating to mediation, other than documents
27 relating exclusively to the timing or scheduling of mediation.
28 This subsection shall not apply in any of the following
29 circumstances:

30 Sec. 18. Section 22.7, subsection 69, Code 2018, is amended
31 to read as follows:

32 69. The evidence of public employee support for
33 the certification, ~~retention and recertification,~~ or
34 decertification of an employee organization as defined in
35 section 20.3 that is submitted to the public employment

1 relations board as provided in [section 20.14](#) or [20.15](#).

2 Sec. 19. Section 22.7, subsection 70, Code 2018, is amended
3 by striking the subsection.

4 Sec. 20. Section 70A.17A, Code 2018, is amended by adding
5 the following new subsection:

6 NEW SUBSECTION. 3. This section shall not affect a payroll
7 deduction elected by a state employee pursuant to section
8 70A.19.

9 Sec. 21. Section 70A.19, Code 2018, is amended by striking
10 the section and inserting in lieu thereof the following:

11 **70A.19 Duration of state payroll deduction for dues of**
12 **employee organization member.**

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

26 Sec. 22. Section 412.2, subsection 1, Code 2018, is amended
27 to read as follows:

28 1. From the proceeds of the assessments on the wages
29 and salaries of employees, of any such waterworks system,
30 or other municipally owned and operated public utility,
31 eligible to receive the benefits thereof. Notwithstanding
32 any provisions of section 20.9 to the contrary, a council,
33 board of waterworks, or other board or commission which
34 establishes a pension and annuity retirement system pursuant to
35 this chapter, shall negotiate in good faith with a certified

1 employee organization as defined in section 20.3, which is the
2 collective bargaining representative of the employees, with
3 respect to the amount or rate of the assessment on the wages
4 and salaries of employees and the method or methods for payment
5 of the assessment by the employees.

6 Sec. 23. Section 602.1401, subsection 3, paragraph b, Code
7 2018, is amended to read as follows:

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

23 Sec. 24. REPEAL. Sections 20.32 and 20.33, Code 2018, are
24 repealed.

25 Sec. 25. TRANSITION PROCEDURES — DEADLINE — EMERGENCY
26 RULES.

27 1. As of the effective date of this division of this Act,
28 parties, mediators, and arbitrators engaging in any collective
29 bargaining procedures provided for in chapter 20, Code 2018,
30 who have not, before the effective date of this division
31 of this Act, completed such procedures, shall immediately
32 terminate any such procedures in process. A collective
33 bargaining agreement negotiated pursuant to such procedures in
34 process shall not become effective. Parties, mediators, and
35 arbitrators shall not engage in further collective bargaining

1 procedures except as provided in this section. Such parties
2 shall commence collective bargaining in accordance with section
3 20.17, as amended in this division of this Act. Such parties
4 shall complete such bargaining not later than June 30, 2018,
5 unless the parties mutually agree to a different deadline.

6 2. The public employment relations board shall adopt
7 emergency rules under section 17A.4, subsection 3, and section
8 17A.5, subsection 2, paragraph "b", to provide for procedures
9 as deemed necessary to implement the provisions of this section
10 and the rules shall be effective immediately upon filing
11 unless a later date is specified in the rules. Such rules
12 shall include but are not limited to alternative deadlines for
13 completion of the procedures provided in sections 20.17 and
14 20.22, as amended by this division of this Act, and sections
15 20.19 and 20.20, which deadlines may be waived by mutual
16 agreement of the parties.

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

23 Sec. 26. ELECTIONS — DIRECTIVES TO PUBLIC EMPLOYMENT
24 RELATIONS BOARD.

25 1. The public employment relations board shall cancel any
26 elections scheduled or in process pursuant to section 20.15,
27 subsection 2, Code 2018, as of the effective date of this Act.

28 2. Notwithstanding section 20.15, subsection 1, paragraph
29 "c", Code 2018, the public employment relations board
30 shall consider a petition for certification of an employee
31 organization as the exclusive representative of a bargaining
32 unit for which an employee organization was not retained and
33 recertified as the exclusive representative of that bargaining
34 unit regardless of the amount of time that has elapsed since
35 the retention and recertification election at which an employee

1 organization was not retained or recertified.

2 Sec. 27. EFFECTIVE DATE. This division of this Act, being
3 deemed of immediate importance, takes effect upon enactment.

4 Sec. 28. APPLICABILITY. With the exception of the
5 section of this division of this Act amending section 20.6,
6 subsection 1, this division of this Act does not apply to
7 collective bargaining agreements which have been ratified in a
8 ratification election referred to in section 20.17, subsection
9 4, for which an arbitrator has made a final determination as
10 described in section 20.22, subsection 11, or which have become
11 effective, where such events occurred before the effective
12 date of this division of this Act. This division of this Act
13 applies to all collective bargaining procedures provided for in
14 chapter 20 occurring on and after the effective date of this
15 division of this Act and collective bargaining agreements for
16 which a ratification election referred to in section 20.17,
17 subsection 4, is held, for which an arbitrator makes a final
18 determination as described in section 20.22, subsection 11, or
19 which become effective on or after the effective date of this
20 division of this Act.

21 DIVISION II

22 EDUCATOR EMPLOYMENT MATTERS

23 Sec. 29. Section 279.13, subsections 2 and 5, Code 2018, are
24 amended to read as follows:

25 2. The contract shall remain in force and effect for the
26 period stated in the contract and shall be automatically
27 continued for equivalent periods except as modified or
28 terminated by mutual agreement of the board of directors and
29 the teacher or as ~~modified or~~ terminated in accordance with
30 the provisions specified in [this chapter](#). A contract shall
31 not be offered by the employing board to a teacher under its
32 jurisdiction prior to March 15 of any year. A teacher who has
33 not accepted a contract for the ensuing school year tendered
34 by the employing board may resign effective at the end of the
35 current school year by filing a written resignation with the

1 secretary of the board. The resignation must be filed not
2 later than the last day of the current school year or the date
3 specified by the employing board for return of the contract,
4 whichever date occurs first. However, a teacher shall not be
5 required to return a contract to the board or to resign less
6 than twenty-one days after the contract has been offered.

7 5. Notwithstanding the other provisions of **this section**, a
8 temporary contract may be issued to a teacher ~~for a period of~~
9 ~~up to six months. Notwithstanding the other provisions of this~~
10 ~~section, a temporary contract may also be issued to a teacher~~
11 to fill a vacancy created by a leave of absence in accordance
12 with the provisions of **section 29A.28**, which contract shall
13 automatically terminate upon return from military leave of the
14 former incumbent of the teaching position. ~~Temporary contracts~~
15 ~~and which contract~~ shall not be subject to the provisions of
16 sections 279.15 through 279.19, or **section 279.27**. A separate
17 extracurricular contract issued pursuant to **section 279.19A** to
18 a person issued a temporary contract under **this section** shall
19 automatically terminate with the termination of the temporary
20 contract as required under **section 279.19A, subsection 8**.

21 Sec. 30. Section 279.13, subsection 4, unnumbered paragraph
22 1, Code 2018, is amended to read as follows:

23 For purposes of **this section**, **sections 279.14**, 279.15,
24 ~~279.16~~ through 279.17, **279.19**, and **279.27**, unless the context
25 otherwise requires, "teacher" includes the following individuals
26 employed by a community college:

27 Sec. 31. Section 279.14, Code 2018, is amended to read as
28 follows:

29 **279.14 Evaluation criteria and procedures.**

30 1. The board shall establish evaluation criteria and shall
31 implement evaluation procedures. If an exclusive bargaining
32 representative has been certified, the board shall negotiate
33 in good faith with respect to evaluation procedures pursuant
34 to chapter 20.

35 2. The determination of standards of performance expected

1 of school district personnel shall be reserved as an exclusive
2 management right of the school board and shall not be subject
3 to mandatory negotiations under [chapter 20](#). ~~Objections~~
4 Notwithstanding chapter 20, objections to the procedures,
5 use, or content of an evaluation in a teacher termination
6 proceeding brought before the school board in a hearing held in
7 accordance with [section 279.16](#) or [279.27](#) shall not be subject
8 to any the grievance procedures negotiated in accordance with
9 chapter 20. A school district shall not be obligated to
10 process any evaluation grievance after service of a notice and
11 recommendation to terminate an individual's continuing teaching
12 contract in accordance with this chapter.

13 Sec. 32. Section 279.15, subsection 2, paragraph c, Code
14 2018, is amended to read as follows:

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

35 Sec. 33. Section 279.16, Code 2018, is amended by striking

1 the section and inserting in lieu thereof the following:

2 **279.16 Private hearing — decision — record.**

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

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

34 3. In case a witness is duly subpoenaed and refuses to
35 attend, or in case a witness appears and refuses to testify

1 or to produce required books or papers, the board shall,
2 in writing, report such refusal to the district court of
3 the county in which the administrative office of the school
4 district is located, and the court shall proceed with the
5 person or witness as though the refusal had occurred in a
6 proceeding legally pending before the court.

7 4. The board shall not be bound by common law or statutory
8 rules of evidence or by technical or formal rules of procedure,
9 but it shall hold the hearing in such manner as is best suited
10 to ascertain and conserve the substantial rights of the
11 parties. Process and procedure under [sections 279.13 to 279.19](#)
12 shall be as summary as reasonably may be.

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

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

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

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

- 1 *a.* All pleadings, motions and intermediate rulings.
- 2 *b.* All evidence received or considered and all other
- 3 submissions.
- 4 *c.* A statement of all matters officially noticed.
- 5 *d.* All questions and offers of proof, objections and rulings
- 6 thereon.
- 7 *e.* All findings and exceptions.
- 8 *f.* Any decision, opinion, or conclusion by the board.
- 9 *g.* Findings of fact shall be based solely on the evidence in
- 10 the record and on matters officially noticed in the record.
- 11 9. The decision of the board shall be in writing and shall
- 12 include findings of fact and conclusions of law, separately
- 13 stated. Findings of fact, if set forth in statutory language,
- 14 shall be accompanied by a concise and explicit statement of
- 15 the underlying facts supporting the findings. Each conclusion
- 16 of law shall be supported by cited authority or by reasoned
- 17 opinion.
- 18 10. When the board has reached a decision, opinion, or
- 19 conclusion, it shall convene in open meeting and by roll
- 20 call vote determine the continuance or discontinuance of the
- 21 teacher's contract and, if the board votes to continue the
- 22 teacher's contract, whether to suspend the teacher with or
- 23 without pay for a period specified by the board. The record
- 24 of the private conference and findings of fact and exceptions
- 25 shall be exempt from the provisions of [chapter 22](#). The
- 26 secretary of the board shall immediately mail notice of the
- 27 board's action to the teacher.

28 Sec. 34. NEW SECTION. 279.17 Appeal by teacher to

29 adjudicator.

30 1. If the teacher is no longer a probationary teacher, the

31 teacher may, within ten days, appeal the determination of the

32 board to an adjudicator by filing a notice of appeal with the

33 secretary of the board. The notice of appeal shall contain a

34 concise statement of the action which is the subject of the

35 appeal, the particular board action appealed from, the grounds

1 on which relief is sought and the relief sought.

2 2. Within five days following receipt by the secretary
3 of the notice of appeal, the board or the board's legal
4 representative, if any, and the teacher or the teacher's
5 representative, if any, may select an adjudicator who resides
6 within the boundaries of the merged area in which the school
7 district is located. If an adjudicator cannot be mutually
8 agreed upon within the five-day period, the secretary shall
9 notify the chairperson of the public employment relations board
10 by transmitting the notice of appeal, and the chairperson of
11 the public employment relations board shall within five days
12 provide a list of five adjudicators to the parties. Within
13 three days from receipt of the list of adjudicators, the
14 parties shall select an adjudicator by alternately removing a
15 name from the list until only one name remains. The person
16 whose name remains shall be the adjudicator. The parties shall
17 determine by lot which party shall remove the first name from
18 the list submitted by the chairperson of the public employment
19 relations board. The secretary of the board shall inform the
20 chairperson of the public employment relations board of the
21 name of the adjudicator selected.

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

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

33 *b.* The record certified and filed by the board shall be the
34 record upon which the appeal shall be heard and no additional
35 evidence shall be heard by the adjudicator. In such appeal to

1 the adjudicator, especially when considering the credibility
2 of witnesses, the adjudicator shall give weight to the fact
3 findings of the board but shall not be bound by them.

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

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

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

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

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

32 7. The adjudicator shall, within fifteen days after the
33 hearing, make a decision and shall give a copy of the decision
34 to the teacher and the secretary of the board. The decision
35 of the adjudicator shall become the final and binding decision

1 of the board unless either party within ten days notifies the
2 secretary of the board that the decision is rejected. The
3 board may reject the decision by majority roll call vote, in
4 open meeting, entered into the minutes of the meeting. The
5 board shall immediately notify the teacher of its decision
6 by certified mail. The teacher may reject the adjudicator's
7 decision by notifying the board's secretary in writing within
8 ten days of the filing of such decision.

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

11 Sec. 35. Section 279.18, Code 2018, is amended by striking
12 the section and inserting in lieu thereof the following:

13 **279.18 Appeal by either party to court.**

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

28 2. In proceedings for judicial review of the adjudicator's
29 decision, the court shall not hear any further evidence
30 but shall hear the case upon the certified record. In such
31 judicial review, especially when considering the credibility of
32 witnesses, the court shall give weight to the fact findings of
33 the board but shall not be bound by them. The court may affirm
34 the adjudicator's decision or remand to the adjudicator or the
35 board for further proceedings upon conditions determined by the

1 court. The court shall reverse, modify, or grant any other
2 appropriate relief from the board decision or the adjudicator's
3 decision equitable or legal and including declaratory relief
4 if substantial rights of the petitioner have been prejudiced
5 because the action is any of the following:

6 a. In violation of constitutional or statutory provisions.

7 b. In excess of the statutory authority of the board or the
8 adjudicator.

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

10 d. Made upon unlawful procedure.

11 e. Affected by other error of law.

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

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

18 3. An aggrieved or adversely affected party to the judicial
19 review proceeding may obtain a review of any final judgment of
20 the district court by appeal to the supreme court. The appeal
21 shall be taken as in other civil cases, although the appeal may
22 be taken regardless of the amount involved.

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

26 Sec. 36. Section 279.19, Code 2018, is amended by striking
27 the section and inserting in lieu thereof the following:

28 **279.19 Probationary period.**

29 1. The first three consecutive years of employment of
30 a teacher in the same school district are a probationary
31 period. However, if the teacher has successfully completed a
32 probationary period of employment for another school district
33 located in Iowa, the probationary period in the current
34 district of employment shall not exceed one year. A board of
35 directors may waive the probationary period for any teacher who

1 previously has served a probationary period in another school
2 district and the board may extend the probationary period for
3 an additional year with the consent of the teacher.

4 2. a. In the case of the termination of a probationary
5 teacher's contract, the provisions of sections 279.15 and
6 279.16 shall apply. However, if the probationary teacher is a
7 beginning teacher who fails to demonstrate competence in the
8 Iowa teaching standards in accordance with chapter 284, the
9 provisions of sections 279.17 and 279.18 shall also apply.

10 b. The board's decision shall be final and binding unless
11 the termination was based upon an alleged violation of a
12 constitutionally guaranteed right of the teacher or an alleged
13 violation of public employee rights of the teacher under
14 section 20.10.

15 3. Notwithstanding any provision to the contrary, the
16 grievance procedures of section 20.18 relating to job
17 performance or job retention shall not apply to a teacher
18 during the first two years of the teacher's probationary
19 period. However, this subsection shall not apply to a teacher
20 who has successfully completed a probationary period in a
21 school district in Iowa.

22 Sec. 37. Section 279.19A, subsections 1, 2, 7, and 8, Code
23 2018, are amended to read as follows:

24 1. School districts employing individuals to coach
25 interscholastic athletic sports shall issue a separate
26 extracurricular contract for each of these sports. An
27 extracurricular contract offered under [this section](#) shall be
28 separate from the contract issued under [section 279.13](#). Wages
29 for employees who coach these sports shall be paid pursuant
30 to established or negotiated supplemental pay schedules.

31 An extracurricular contract shall be in writing, and shall
32 state the number of contract days for that sport, the annual
33 compensation to be paid, and any other matters as may be
34 mutually agreed upon. The contract shall be for a single
35 school year.

1 2. *a.* An extracurricular contract shall be continued
2 automatically in force and effect for equivalent periods,
3 except as modified or terminated by mutual agreement of
4 the board of directors and the employee, or terminated in
5 accordance with this section. An extracurricular contract
6 shall initially be offered by the employing board to an
7 individual on the same date that contracts are offered to
8 teachers under section 279.13. An extracurricular contract
9 may be terminated at the end of a school year pursuant to
10 sections 279.15 through 279.19. If the school district offers
11 an extracurricular contract for a sport for the subsequent
12 school year to an employee who is currently performing
13 under an extracurricular contract for that sport, and the
14 employee does not wish to accept the extracurricular contract
15 for the subsequent year, the employee may resign from the
16 extracurricular contract within twenty-one days after it has
17 been received.

18 *b.* ~~If the provisions of an extracurricular contract executed~~
19 ~~under this section conflict with a collective bargaining~~
20 ~~agreement negotiated under chapter 20 and effective when the~~
21 ~~extracurricular contract is executed or renewed, the provisions~~
22 ~~of the collective bargaining agreement shall prevail Section~~
23 ~~279.13, subsection 3, applies to this section.~~

24 7. An extracurricular contract may be terminated prior to
25 the expiration of that contract ~~for any lawful reason following~~
26 ~~an informal, private hearing before the board of directors~~
27 ~~pursuant to section 279.27. The decision of the board to~~
28 ~~terminate an extracurricular contract shall be final.~~

29 8. *a.* A termination proceeding regarding an extracurricular
30 contract ~~shall~~ either by the board pursuant to subsection 2 or
31 pursuant to section 279.27 does not affect a contract issued
32 pursuant to section 279.13.

33 *b.* A termination of a contract entered into pursuant to
34 section 279.13, or a resignation from that contract by the
35 teacher, constitutes an automatic termination or resignation of

1 the extracurricular contract in effect between the same teacher
2 and the employing school board.

3 Sec. 38. Section 279.23, subsection 1, paragraph c, Code
4 2018, is amended to read as follows:

5 c. The rate of compensation per week of five consecutive
6 days or month of four consecutive weeks.

7 Sec. 39. Section 279.23, subsection 5, Code 2018, is amended
8 to read as follows:

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

19 Sec. 40. Section 279.24, subsections 2 and 4, Code 2018, are
20 amended to read as follows:

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

1 4. Administrators employed in a school district for
2 less than ~~three~~ two consecutive years are probationary
3 administrators. However, a school board may waive the
4 probationary period for any administrator who has previously
5 served a probationary period in another school district and
6 the school board may extend the probationary period for an
7 additional year with the consent of the administrator. If a
8 school board determines that it should terminate a probationary
9 administrator's contract, the school board shall notify the
10 administrator not later than May 15 that the contract will not
11 be renewed beyond the current year. The notice shall be in
12 writing by letter, personally delivered, or mailed by certified
13 mail. The notification shall be complete when received by the
14 administrator. Within ten days after receiving the notice, the
15 administrator may request a private conference with the school
16 board to discuss the reasons for termination. The school
17 board's decision to terminate a probationary administrator's
18 contract shall be final unless the termination was based upon
19 an alleged violation of a constitutionally guaranteed right of
20 the administrator.

21 Sec. 41. Section 279.24, subsection 5, paragraphs c, d, e,
22 f, g, and h, Code 2018, are amended to read as follows:

23 c. Within five days after receipt of the written notice
24 that the school board has voted to consider termination of
25 the contract, the administrator may request ~~a private hearing~~
26 in writing to the secretary of the school board. ~~The board~~
27 ~~shall then forward~~ that the notification be forwarded to the
28 board of educational examiners along with a request that the
29 board of educational examiners submit a list of five qualified
30 administrative law judges to the parties. Within three
31 days from receipt of the list the parties shall select an
32 administrative law judge by alternately removing a name from
33 the list until only one name remains. The person whose name
34 remains shall be the administrative law judge. The parties
35 shall determine by lot which party shall remove the first

1 name from the list. The ~~private~~ hearing shall be held no
2 sooner than ~~twenty~~ ten days and not later than ~~forty~~ thirty
3 days following the administrator's request unless the parties
4 otherwise agree. If the administrator does not request a
5 ~~private~~ hearing, the school board, not later than May 31, may
6 determine the continuance or discontinuance of the contract
7 and, if the board determines to continue the administrator's
8 contract, whether to suspend the administrator with or without
9 pay for a period specified by the board. School board action
10 shall be by majority roll call vote entered on the minutes of
11 the meeting. Notice of school board action shall be personally
12 delivered or mailed to the administrator.

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

26 *e.* The administrative law judge shall, within ten days
27 following the date of the ~~private~~ hearing, make a proposed
28 decision as to whether or not the administrator should be
29 dismissed, and shall give a copy of the proposed decision to
30 the administrator and the school board. Findings of fact shall
31 be prepared by the administrative law judge. The proposed
32 decision of the administrative law judge shall become the final
33 decision of the school board unless within ~~thirty~~ ten days
34 after the filing of the decision the administrator files a
35 written notice of appeal with the school board, or the school

1 board on its own motion determines to review the decision.

2 *f.* If the administrator appeals to the school board, or if
3 the school board determines on its own motion to review the
4 proposed decision of the administrative law judge, a private
5 hearing shall be held before the school board within ~~ten~~ five
6 days after the petition for review, or motion for review, has
7 been made or at such other time as the parties agree. The
8 private hearing is not subject to [chapter 21](#). The school board
9 may hear the case de novo upon the record as submitted before
10 the administrative law judge. In cases where there is an
11 appeal from a proposed decision or where a proposed decision
12 is reviewed on motion of the school board, an opportunity
13 shall be afforded to each party to file exceptions, present
14 briefs, and present oral arguments to the school board which
15 is to render the final decision. The secretary of the school
16 board shall give the administrator written notice of the time,
17 place, and date of the ~~private~~ hearing. The school board shall
18 meet within five days after the ~~private~~ hearing to determine
19 the question of continuance or discontinuance of the contract
20 and, if the board determines to continue the administrator's
21 contract, whether to suspend the administrator with or
22 without pay for a period specified by the board ~~or issue the~~
23 ~~administrator a one-year, nonrenewable contract.~~ The school
24 board shall make findings of fact which shall be based solely
25 on the evidence in the record and on matters officially noticed
26 in the record.

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

34 *h.* When the school board has reached a decision, opinion,
35 or conclusion, it shall convene in open meeting and by roll

1 call vote determine the continuance or discontinuance of
2 the administrator's contract and, if the board votes to
3 continue the administrator's contract, whether to suspend the
4 administrator with or without pay for a period specified by
5 the board ~~or issue the administrator a one-year, nonrenewable~~
6 ~~contract.~~ The record of the private hearing conference and
7 ~~written decision of the board~~ findings of fact and exceptions
8 shall be exempt from the provisions of [chapter 22](#). The
9 secretary of the school board shall immediately personally
10 deliver or mail notice of the school board's action to the
11 administrator.

12 Sec. 42. Section 279.27, Code 2018, is amended to read as
13 follows:

14 **279.27 Discharge of teacher.**

15 ~~1.~~ A teacher may be discharged at any time during the
16 contract year for just cause. The superintendent or the
17 superintendent's designee, shall notify the teacher immediately
18 that the superintendent will recommend in writing to the board
19 at a regular or special meeting of the board held not more
20 than fifteen days after notification has been given to the
21 teacher that the teacher's continuing contract be terminated
22 effective immediately following a decision of the board.
23 The procedure for dismissal shall be as provided in section
24 279.15, subsection 2, and [sections 279.16 through 279.19](#). The
25 superintendent may suspend a teacher under [this section](#) pending
26 hearing and determination by the board.

27 ~~2.~~ For purposes of [this section](#), ~~"just cause"~~ includes
28 ~~but is not limited to a violation of the code of professional~~
29 ~~conduct and ethics of the board of educational examiners if~~
30 ~~the board has taken disciplinary action against a teacher,~~
31 ~~during the six months following issuance by the board of a~~
32 ~~final written decision and finding of fact after a disciplinary~~
33 ~~proceeding.~~

34 Sec. 43. Section 284.3, subsection 2, Code 2018, is amended
35 to read as follows:

1 2. A school board shall provide for the following:
2 *a.* For purposes of comprehensive evaluations, standards
3 and criteria which measure a beginning teacher's performance
4 against the Iowa teaching standards specified in [subsection 1](#),
5 and the criteria for the Iowa teaching standards developed by
6 the department in accordance with [section 256.9](#), to determine
7 whether the teacher's practice meets the requirements specified
8 for a career teacher. These standards and criteria shall be
9 set forth in an instrument provided by the department. The
10 comprehensive evaluation and instrument are not subject to
11 negotiations or grievance procedures pursuant to [chapter 20](#) or
12 determinations made by the board of directors under section
13 279.14. A local school board and its certified bargaining
14 representative may negotiate, pursuant to chapter 20,
15 evaluation and grievance procedures for beginning teachers that
16 are not in conflict with this chapter. If, in accordance with
17 section 279.19, a beginning teacher appeals the determination
18 of a school board to an adjudicator under section 279.17, the
19 adjudicator selected shall have successfully completed training
20 related to the Iowa teacher standards, the criteria adopted
21 by the state board in accordance with subsection 3, and any
22 additional training required under rules adopted by the public
23 employment relations board in cooperation with the state board.
24 *b.* For purposes of performance reviews for teachers other
25 than beginning teachers, evaluations that contain, at a
26 minimum, the Iowa teaching standards specified in subsection
27 1, as well as the criteria for the Iowa teaching standards
28 developed by the department in accordance with section
29 256.9, subsection 42. A local school board and its certified
30 bargaining representative may negotiate, pursuant to chapter
31 20, additional teaching standards and criteria. A local
32 school board and its certified bargaining representative shall
33 negotiate, pursuant to chapter 20, evaluation and grievance
34 procedures for teachers other than beginning teachers that are
35 not in conflict with this chapter.

1 Sec. 44. Section 284.4, subsection 1, paragraph b,
2 subparagraphs (2) and (5), Code 2018, are amended to read as
3 follows:

4 (2) Monitor the evaluation requirements of [this chapter](#)
5 to ensure evaluations are conducted in a fair and consistent
6 manner throughout the school district or agency. ~~The committee~~
7 ~~shall~~ In addition to any negotiated evaluation procedures,
8 develop model evidence for the Iowa teaching standards and
9 criteria. The model evidence will minimize paperwork and focus
10 on teacher improvement. The model evidence will determine
11 which standards and criteria can be met with observation and
12 which evidence meets multiple standards and criteria.

13 (5) ~~Determine~~ Ensure the agreement negotiated pursuant to
14 chapter 20 determines the compensation for teachers on the
15 committee for work responsibilities required beyond the normal
16 work day.

17 Sec. 45. Section 284.8, subsections 2 and 3, Code 2018, are
18 amended to read as follows:

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

34 3. A teacher who is not meeting the applicable standards and
35 criteria based on a determination made pursuant to [subsection 2](#)

1 shall participate in an intensive assistance program. However,
2 ~~a teacher who has previously participated in an intensive~~
3 ~~assistance program relating to particular Iowa teaching~~
4 ~~standards or criteria shall not be entitled to participate~~
5 ~~in another intensive assistance program relating to the same~~
6 ~~standards or criteria and shall be subject to the provisions of~~
7 ~~subsection 4.~~

8 Sec. 46. Section 284.8, Code 2018, is amended by adding the
9 following new subsection:

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

15 Sec. 47. Section 284.8, subsection 4, Code 2018, is amended
16 by striking the subsection.

17 Sec. 48. EFFECTIVE DATE. This division of this Act, being
18 deemed of immediate importance, takes effect upon enactment.

19 Sec. 49. APPLICABILITY. This division of this Act applies
20 to employment contracts of school employees entered into
21 pursuant to chapter 279 on and after the effective date of
22 this division of this Act. This division of this Act does
23 not apply to collective bargaining agreements which have been
24 ratified in a ratification election referred to in section
25 20.17, subsection 4, for which an arbitrator has made a final
26 determination as described in section 20.22, subsection 11,
27 or which have become effective, where such events occurred
28 before the effective date of this division of this Act. This
29 division of this Act applies to all collective bargaining
30 procedures provided for in chapter 20 occurring on and after
31 the effective date of this division of this Act and collective
32 bargaining agreements pursuant to chapter 20 for which a
33 ratification election referred to in section 20.17, subsection
34 4, is held, for which an arbitrator makes a final determination
35 as described in section 20.22, subsection 11, or which become

1 effective on or after the effective date of this division of
2 this Act.

3 DIVISION III

4 PERSONNEL RECORDS AND SETTLEMENT AGREEMENTS

5 Sec. 50. Section 22.7, subsection 11, paragraph a,
6 subparagraph (5), Code 2018, is amended to read as follows:

7 (5) The fact that the individual ~~resigned in lieu of~~
8 ~~termination~~, was discharged, ~~or was demoted~~ as the result of
9 a final disciplinary action, ~~and the documented reasons and~~
10 ~~rationale for the resignation in lieu of termination~~, the
11 ~~discharge~~, or the demotion. For purposes of this subparagraph,
12 ~~"demoted" and "demotion" mean a change of an employee from~~
13 ~~a position in a given classification to a position in a~~
14 ~~classification having a lower pay grade~~ upon the exhaustion of
15 all applicable contractual, legal, and statutory remedies.

16 Sec. 51. REPEAL. Sections 22.13A and 22.15, Code 2018, are
17 repealed.

18 Sec. 52. EFFECTIVE DATE. This division of this Act, being
19 deemed of immediate importance, takes effect upon enactment.

20 Sec. 53. APPLICABILITY. This division of this Act applies
21 to requests for records pursuant to chapter 22 submitted on or
22 after the effective date of this division of this Act.

23 DIVISION IV

24 CITY CIVIL SERVICE REQUIREMENTS

25 Sec. 54. Section 400.12, subsection 4, Code 2018, is amended
26 by striking the subsection.

27 Sec. 55. Section 400.17, subsection 4, Code 2018, is amended
28 to read as follows:

29 4. A person shall not be appointed, denied appointment,
30 promoted, ~~removed~~, discharged, ~~suspended~~, or demoted to or
31 from a civil service position or in any other way favored or
32 discriminated against in that position because of political
33 or religious opinions or affiliations, race, national origin,
34 sex, or age, or in retaliation for the exercise of any right
35 enumerated in [this chapter](#). However, the maximum age for a

1 police officer or fire fighter covered by **this chapter** and
2 employed for police duty or the duty of fighting fires is
3 sixty-five years of age.

4 Sec. 56. Section 400.18, Code 2018, is amended by striking
5 the section and inserting in lieu thereof the following:

6 **400.18 Removal, demotion, or suspension.**

7 1. A person holding civil service rights as provided in
8 this chapter shall not be removed, demoted, or suspended
9 arbitrarily, except as otherwise provided in this chapter, but
10 may be removed, demoted, or suspended after a hearing by a
11 majority vote of the civil service commission, for neglect of
12 duty, disobedience, misconduct, or failure to properly perform
13 the person's duties.

14 2. The party alleging neglect of duty, disobedience,
15 misconduct, or failure to properly perform a duty shall have
16 the burden of proof.

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

20 Sec. 57. Section 400.19, Code 2018, is amended to read as
21 follows:

22 **400.19 ~~Removal, or discharge, demotion, or suspension of~~**
23 **subordinates.**

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

1 Sec. 58. Section 400.20, Code 2018, is amended to read as
2 follows:

3 **400.20 Appeal.**

4 The ~~removal, discharge~~ suspension, demotion, or ~~suspension~~
5 discharge of a person holding civil service rights may be
6 appealed to the civil service commission within fourteen
7 calendar days after the ~~removal, discharge~~ suspension,
8 demotion, or ~~suspension~~ discharge.

9 Sec. 59. Section 400.21, Code 2018, is amended to read as
10 follows:

11 **400.21 Notice of appeal.**

12 If the appeal be taken by the person ~~removed, discharged~~
13 suspended, demoted, or ~~suspended~~ discharged, notice thereof,
14 signed by the appellant and specifying the ruling appealed
15 from, shall be filed with the clerk of the commission; if by
16 the person making such ~~removal, discharge~~ suspension, demotion,
17 or ~~suspension~~ discharge, such notice shall also be served upon
18 the person ~~removed, discharged~~ suspended, demoted, or ~~suspended~~
19 discharged.

20 Sec. 60. Section 400.22, Code 2018, is amended to read as
21 follows:

22 **400.22 Charges.**

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

34 Sec. 61. Section 400.27, subsection 3, Code 2018, is amended
35 to read as follows:

1 3. The city or any civil service employee shall have a
2 right to appeal to the district court from the final ruling or
3 decision of the civil service commission. The appeal shall be
4 taken within thirty days from the filing of the formal decision
5 of the commission. The district court of the county in which
6 the city is located shall have full jurisdiction of the appeal.
7 ~~The scope of review for the appeal shall be limited to de novo~~
8 ~~appellate review without a trial or additional evidence~~ The
9 appeal shall be a trial de novo as an equitable action in the
10 district court.

11 Sec. 62. Section 400.28, Code 2018, is amended by striking
12 the section and inserting in lieu thereof the following:

13 **400.28 Employees — number diminished.**

14 1. When the public interest requires a diminution of
15 employees in a classification or grade under civil service,
16 the city council, acting in good faith, may do either of the
17 following:

18 a. Abolish the office and remove the employee from the
19 employee's classification or grade thereunder.

20 b. Reduce the number of employees in any classification or
21 grade by suspending the necessary number.

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

34 3. In case of removal or suspension, the civil service
35 commission shall issue to each person affected one certificate

1 showing the person's comparative seniority or length of service
2 in each of the classifications or grades from which the person
3 is so removed and the fact that the person has been honorably
4 removed. The certificate shall also list each classification
5 or grade in which the person was previously employed. The
6 person's name shall be carried for a period of not less than
7 three years after the suspension or removal on a preferred list
8 and appointments or promotions made during that period to the
9 person's former duties in the classification or grade shall
10 be made in the order of greater seniority from the preferred
11 lists.

12 Sec. 63. SENIORITY RIGHTS REESTABLISHED. The seniority
13 rights of any civil service employee extinguished pursuant
14 to section 400.12, subsection 4, Code 2018, are hereby
15 reestablished, including accrual of seniority during the period
16 of extinguishment.

17 Sec. 64. EFFECTIVE DATE. This division of this Act, being
18 deemed of immediate importance, takes effect upon enactment.

19 Sec. 65. APPLICABILITY. This division of this Act applies
20 to employment actions taken on or after the effective date of
21 this division of this Act.

22 DIVISION V

23 HEALTH INSURANCE MATTERS

24 Sec. 66. REPEAL. Section 70A.41, Code 2018, is repealed.

25 Sec. 67. EFFECTIVE DATE. This division of this Act, being
26 deemed of immediate importance, takes effect upon enactment.

27 EXPLANATION

28 The inclusion of this explanation does not constitute agreement with
29 the explanation's substance by the members of the general assembly.

30 This bill relates to employment matters involving public
31 employees including collective bargaining, educator employment
32 matters, personnel records and settlement agreements, city
33 civil service requirements, and health insurance matters.
34 The bill generally strikes statutory changes made by 2017
35 Iowa Acts, House File 291, and restores statutory language in

1 effect prior to the enactment of 2017 Iowa Acts, House File
2 291. Additional changes are made to Code section 20.9 relating
3 to the scope of negotiations for public employee collective
4 bargaining.

5 DIVISION I — PUBLIC EMPLOYEE COLLECTIVE BARGAINING.
6 This division makes a variety of changes to Code chapter
7 20, the public employment relations Act, as well as other
8 Code provisions relating to collective bargaining by public
9 employees.

10 ELIMINATION OF PUBLIC SAFETY AND TRANSIT EMPLOYEE
11 CATEGORIES. The division eliminates public safety employees
12 and transit employees as separate categories of employees for
13 the purposes of public employee collective bargaining, making
14 affected provisions of Code chapter 20 applicable to all public
15 employees governed by Code chapter 20.

16 SCOPE OF NEGOTIATIONS. The division makes changes to
17 subjects which are negotiated through collective bargaining
18 between public employers and public employees under Code
19 section 20.9.

20 The division provides that the scope of negotiations for all
21 public employees shall include but not be limited to wages,
22 hours, vacations, insurance, holidays, leaves of absence,
23 shift differentials, overtime compensation, supplemental pay,
24 seniority, transfer procedures, job classifications, health and
25 safety matters, evaluation procedures, procedures for staff
26 reduction, in-service training, preparation time, class size,
27 discipline and discharge, work uniforms and equipment and
28 other required work clothing and equipment, staffing levels,
29 retirement systems not otherwise excluded, dues checkoff,
30 grievance procedures for resolving any questions arising under
31 the agreement, and other terms and conditions of employment not
32 otherwise excluded.

33 The division provides that all retirement systems
34 established by statute except for pension and annuity
35 retirement systems established under Code chapter 412 and

1 except for supplemental and additional retirement benefits
2 shall be excluded under the scope of negotiations. The
3 division provides that discharge for teachers who are employed
4 pursuant to Code chapter 279 shall be excluded under the scope
5 of negotiations.

6 The division strikes language providing that mandatory
7 subjects of negotiation under Code section 20.9 shall be
8 interpreted narrowly and restrictively. The division strikes
9 language limiting the term of a collective bargaining agreement
10 entered into pursuant to Code chapter 20 to a maximum of five
11 years.

12 ARBITRATION PROCEDURES. The division makes changes to the
13 procedures for arbitration of impasses in collective bargaining
14 between public employers and public employees under Code
15 section 20.22.

16 The division modifies the factors that an arbitrator is
17 required to consider in addition to any other relevant factors
18 in making a final determination on an impasse item. The
19 division requires an arbitrator to consider past collective
20 bargaining contracts between the parties including the
21 bargaining that led up to such contracts; comparison of wages,
22 hours, and conditions of employment of the involved public
23 employees with those of other public employees doing comparable
24 work, giving consideration to factors peculiar to the area and
25 the classifications involved; the interests and welfare of the
26 public, the ability of the public employer to finance economic
27 adjustments, and the effect of such adjustments on the normal
28 standard of services; and the power of the public employer
29 to levy taxes and appropriate funds for the conduct of its
30 operations.

31 The division strikes language permitting the parties to
32 agree to change the four-day deadline to serve final offers on
33 impasse items after a request for arbitration is received.

34 The division strikes language prohibiting the parties to an
35 arbitration from introducing, and the arbitrator from accepting

1 or considering, any direct or indirect evidence regarding any
2 subject excluded from negotiations pursuant to Code section
3 20.9.

4 The division strikes language providing for a maximum
5 increase in base wages in an arbitrator's award.

6 PUBLIC EMPLOYEE ELECTIONS. The division makes changes to
7 public employee elections conducted pursuant to Code section
8 20.15.

9 The division strikes language providing for retention and
10 recertification elections and requires the public employment
11 relations board (PERB) to cancel any such elections scheduled
12 or in process. The division requires the PERB to consider a
13 petition for certification of an employee organization as the
14 exclusive representative of a bargaining unit for which an
15 employee organization was not retained and recertified as the
16 exclusive representative of that bargaining unit regardless of
17 the amount of time that has elapsed since the retention and
18 recertification election, notwithstanding prior requirements
19 prohibiting such consideration for two years.

20 The division provides that the outcome of a certification
21 or decertification election is determined by a majority vote
22 of the members of the bargaining unit voting, rather than the
23 total membership of the bargaining unit. The division provides
24 for a runoff election if none of the choices on the ballot in a
25 certification election receives a majority vote of the members
26 of the bargaining unit voting.

27 The division lowers the required percentage of support
28 from employees in a bargaining unit required for an employee
29 organization that did not submit a petition for certification
30 as the exclusive bargaining representative of a bargaining unit
31 to be listed on the ballot for a certification election from 30
32 percent to 10 percent.

33 The division strikes language prohibiting the PERB from
34 considering a petition for certification as the exclusive
35 bargaining representative of a bargaining unit unless a

1 period of two years has elapsed from the date of the last
2 certification election in which an employee organization
3 was not certified as the exclusive representative of that
4 bargaining unit or of the last decertification election in
5 which an employee organization was decertified as the exclusive
6 representative of that bargaining unit. The division prohibits
7 the PERB from considering a petition for certification as the
8 exclusive bargaining representative of a bargaining unit for
9 one year after the employee organization is not certified in a
10 certification election. The division makes additional changes
11 relating to the scheduling of decertification elections.

12 EMPLOYEE ORGANIZATION DUES. The division strikes a
13 prohibition on public entities authorizing or administering
14 a deduction from the salaries or wages of its employees for
15 membership dues to an employee organization. The division
16 provides procedures for administering such dues deductions.

17 PERB DUTIES. The division provides that the PERB may
18 interpret and apply, as well as administer, Code chapter 20.

19 The division strikes language permitting the PERB to
20 appoint a certified shorthand reporter to report state employee
21 grievance and discipline resolution proceedings, to contract
22 with a vendor to conduct elections, to establish fees to cover
23 the cost of elections, and to retain certain funds collected by
24 the PERB as repayment receipts.

25 STATEWIDE COLLECTIVE BARGAINING AGREEMENTS FOLLOWING A
26 GUBERNATORIAL ELECTION YEAR. The division strikes language
27 providing for modified collective bargaining procedures for a
28 proposed, statewide collective bargaining agreement to become
29 effective in the year following a general election in which the
30 governor and certain other elected officials are elected.

31 CONFIDENTIAL RECORDS. The division strikes language
32 providing that certain information relating to elections
33 conducted by the PERB is a confidential record under Code
34 chapter 22, the state open records law.

35 MISCELLANEOUS PROVISIONS RELATING TO PUBLIC EMPLOYEE

1 COLLECTIVE BARGAINING. The division strikes a definition of
2 "supplemental pay".

3 The division strikes language providing that a public
4 employer has the right to evaluate public employees in
5 positions within the public agency. The division strikes
6 language providing that a public employee has the right under
7 Code section 20.8 to exercise any right or seek any remedy
8 provided by law, including but not limited to Code sections
9 70A.28 and 70A.29, Code chapter 8A, subchapter IV, and Code
10 chapters 216 and 400.

11 The division transfers language in Code section 20.10
12 prohibiting a public employee or any employee organization
13 from negotiating or attempting to negotiate directly with a
14 member of the governing board of a public employer if the
15 public employer has appointed or authorized a bargaining
16 representative for the purpose of bargaining with the public
17 employees or their representative to Code section 20.17.

18 The division decreases the amount of time before an employee
19 organization decertified as the exclusive representative of a
20 bargaining unit for violating an injunction against an unlawful
21 strike can be certified again from 24 months to 12 months.

22 The division strikes language prohibiting voluntary
23 contributions by individuals to political parties or candidates
24 through payroll deductions.

25 The division strikes a requirement that a copy of a final
26 collective bargaining agreement be filed with the PERB by
27 the public employer within 10 days of the agreement being
28 entered into. The division strikes a requirement that the
29 PERB maintain an internet site that allows searchable access
30 to a database of collective bargaining agreements and other
31 collective bargaining information.

32 The division changes the period before retirement for a
33 prohibited voluntary reduction to a nonsupervisory rank or
34 grade by a supervisor and related ineligibility for benefits
35 from 36 months to six months.

1 The division strikes language providing that a mediator
2 shall not be required to testify in any arbitration proceeding
3 regarding any matters occurring in the course of a mediation.

4 The division requires a council, board of waterworks, or
5 other board or commission which establishes a pension and
6 annuity retirement system pursuant to Code chapter 412 to
7 negotiate in good faith with a certified employee organization
8 which is the collective bargaining representative of the
9 employees, with respect to the amount or rate of the assessment
10 on the wages and salaries of employees and the method or
11 methods for payment of the assessment by the employees.

12 The division makes additional conforming changes.

13 TRANSITION PROVISIONS — DEADLINES. The division requires
14 parties, mediators, and arbitrators engaging in any collective
15 bargaining procedures provided for in Code chapter 20, Code
16 2018, who have not, before the effective date of the division,
17 completed such procedures, to immediately terminate any such
18 procedures in process as of the effective date of the division.
19 The division provides that a collective bargaining agreement
20 negotiated pursuant to such procedures in process shall not
21 become effective. The division prohibits parties, mediators,
22 and arbitrators from engaging in further collective bargaining
23 procedures except as provided in the division. The division
24 requires such parties to commence collective bargaining in
25 accordance with Code section 20.17, as amended by the division
26 and to complete such bargaining not later than June 30, 2018,
27 unless the parties mutually agree to a different deadline.

28 The division requires the PERB to adopt emergency rules to
29 implement these requirements. The division also requires the
30 department of administrative services to adopt emergency rules
31 to implement the provisions of the division relating to dues
32 deductions.

33 EFFECTIVE DATE AND APPLICABILITY PROVISIONS. The division
34 takes effect upon enactment.

35 With the exception of the section of the division amending

1 Code section 20.6, subsection 1, the division does not apply
2 to collective bargaining agreements which have been ratified
3 in a ratification election, for which an arbitrator has made
4 a final determination, or which have become effective, where
5 such events occurred before the effective date of the division.
6 The division applies to all collective bargaining procedures
7 provided for in Code chapter 20 occurring on and after the
8 effective date of the division and collective bargaining
9 agreements for which a ratification election is held, for which
10 an arbitrator makes a final determination, or which become
11 effective on or after the effective date of the division.

12 DIVISION II — EDUCATOR EMPLOYMENT MATTERS. This division
13 makes a variety of changes relating to educator employment
14 matters.

15 TERMINATION OF TEACHER EMPLOYMENT CONTRACTS. The division
16 makes various changes relating to the termination of teacher
17 employment contracts.

18 The division shortens various procedural deadlines
19 regarding private hearings held after a superintendent
20 recommends termination of a teacher's employment contract.
21 The division makes participation in such a private hearing
22 by the superintendent, the superintendent's designated
23 representatives, the teacher's immediate supervisor, the
24 teacher, and the teacher's representatives mandatory on the
25 part of those individuals instead of discretionary. The
26 division requires that the school board employ a certified
27 shorthand reporter to keep a record of a private hearing.
28 The division requires the school board to issue subpoenas
29 for witnesses and evidence on behalf of the board and the
30 teacher. The division provides for a judicial remedy if a
31 witness appears and refuses to testify or to produce required
32 books or papers at a private hearing. The division authorizes
33 the superintendent and the teacher to file written briefs and
34 arguments with the board at the conclusion of the private
35 hearing. The division provides deadlines for determining

1 the status of the teacher's contract if the teacher does not
2 request a private hearing. The division requires that the
3 decision of the board include findings of fact and conclusions
4 of law. The division strikes language authorizing a school
5 board which votes to continue a teacher's contract to issue
6 the teacher a one-year, nonrenewable contract. The division
7 permits a teacher to appeal the board's determination to an
8 adjudicator and provides procedures for such appeals.

9 TEACHER PROBATIONARY PERIODS. The division makes various
10 changes relating to probationary employment of teachers.

11 The division decreases from two years to one year the
12 length of a teacher's probationary employment period in a
13 school district if the teacher has successfully completed a
14 probationary period of employment for another school district
15 located in Iowa.

16 The division provides that requirements for notices of
17 termination, private hearings, and appeals applicable to
18 nonprobationary teachers whose employment contracts are
19 terminated are applicable to probationary teachers whose
20 employment contracts are terminated. The division strikes
21 alternative procedures for the termination of employment
22 contracts of such probationary teachers, including notification
23 procedures and the opportunity to request a private conference
24 with the school board.

25 EXTRACURRICULAR INTERSCHOLASTIC ATHLETIC COACH CONTRACTS.
26 The division makes various changes relating to extracurricular
27 interscholastic athletic coach employment contracts.

28 The division provides that wages for such coaches shall be
29 paid pursuant to established or negotiated supplemental pay
30 schedules. The division provides that employment contracts
31 of such coaches shall be continued automatically in force and
32 effect for equivalent periods and that the termination of such
33 contracts follows procedures similar to those used for teacher
34 contracts. The division strikes language providing that
35 employment contracts of such coaches may be terminated prior to

1 their expiration for any lawful reason following an informal,
2 private hearing before the school board. The division strikes
3 language providing that the decision of the school board to
4 terminate such a contract is final.

5 SCHOOL ADMINISTRATOR EMPLOYMENT MATTERS. The division makes
6 various changes relating to school administrator employment
7 matters.

8 The division provides that the rate of compensation in an
9 administrator's employment contract must be on a weekly or
10 monthly basis.

11 The division strikes language authorizing a school board to
12 issue a temporary employment contract to an administrator for
13 a period of up to nine months.

14 The division strikes language authorizing a school board to
15 issue a one-year, nonrenewable employment contract and instead
16 authorizes a school board considering the termination of an
17 administrator's contract and the administrator to mutually
18 agree to enter into such a contract.

19 The division decreases the probationary employment period
20 for administrators from three years to two years and authorizes
21 a school board to waive the probationary period for an
22 administrator who previously served a probationary period in
23 another school district.

24 The division strikes language providing that a hearing
25 before an administrative law judge requested by an
26 administrator whose employment contract a school board is
27 considering terminating shall be a private hearing. The
28 division reduces certain procedural deadlines relating to such
29 hearings. The division strikes language providing that any
30 witnesses for the parties at the hearing shall be sequestered.
31 The division requires that the decision of the board include
32 findings of fact and conclusions of law. The division strikes
33 language authorizing a school board which votes to continue an
34 administrator's contract to issue the administrator a one-year,
35 nonrenewable contract.

1 INTENSIVE ASSISTANCE PROGRAMS. The division makes various
2 changes relating to intensive assistance programs.

3 The division strikes language providing that a teacher who
4 has previously participated in an intensive assistance program
5 relating to particular Iowa teaching standards or criteria
6 shall not be entitled to participate in another intensive
7 assistance program relating to the same standards or criteria.
8 The division strikes language providing that following a
9 teacher's participation in an intensive assistance program, the
10 teacher shall be reevaluated to determine whether the teacher
11 successfully completed the intensive assistance program and
12 is meeting district expectations under the applicable Iowa
13 teaching standards or criteria. The division strikes language
14 providing that if the teacher did not successfully complete
15 the intensive assistance program or continues not to meet the
16 applicable Iowa teaching standards or criteria, the board may
17 initiate procedures to terminate the teacher's employment
18 contract immediately or at the end of the school year or may
19 continue the teacher's contract for a period not to exceed one
20 year on a nonrenewable basis and without the right to a private
21 hearing.

22 MISCELLANEOUS PROVISIONS RELATING TO EDUCATOR EMPLOYMENT
23 MATTERS. The division strikes language authorizing a school
24 board to issue a temporary employment contract to a teacher for
25 a period of up to six months.

26 The division strikes language providing that just cause
27 for which a teacher may be discharged at any time during the
28 contract year under Code section 279.27 includes but is not
29 limited to a violation of the code of professional conduct
30 and ethics of the board of educational examiners if the board
31 has taken disciplinary action against a teacher during the
32 six months following issuance by the board of a final written
33 decision and finding of fact after a disciplinary proceeding.

34 The division either authorizes or requires a school board
35 and its certified bargaining representative to negotiate

1 various matters pursuant to Code chapter 20.

2 The division makes additional conforming changes.

3 EFFECTIVE DATE AND APPLICABILITY PROVISIONS. The division
4 takes effect upon enactment.

5 The division applies to employment contracts of school
6 employees entered into pursuant to Code chapter 279 on and
7 after the effective date of the division. The division does
8 not apply to collective bargaining agreements pursuant to Code
9 chapter 20 which have been ratified in a ratification election,
10 for which an arbitrator has made a final determination, or
11 which have become effective, where such events occurred before
12 the effective date of the division. The division applies to
13 all collective bargaining procedures provided for in Code
14 chapter 20 occurring on and after the effective date of the
15 division and collective bargaining agreements pursuant to Code
16 chapter 20 for which a ratification election is held, for which
17 an arbitrator makes a final determination, or which become
18 effective on or after the effective date of the division.

19 DIVISION III — PERSONNEL RECORDS AND SETTLEMENT AGREEMENTS.
20 This division makes changes relating to public employee
21 personnel records and settlement agreements.

22 PERSONNEL RECORDS. The division strikes language providing
23 that certain information relating to the discipline,
24 resignation, discharge, or demotion of a public employee is a
25 public record and requiring notice to affected employees.

26 PERSONNEL SETTLEMENT AGREEMENTS. The division also strikes
27 language prohibiting a personnel settlement agreement between
28 the state and a state executive branch employee that contains
29 confidentiality or nondisclosure provisions that attempt to
30 prevent the disclosure of the agreement.

31 EFFECTIVE DATE AND APPLICABILITY PROVISIONS. The division
32 takes effect upon enactment.

33 The division applies to requests for records submitted on or
34 after the effective date of the division.

35 DIVISION IV — CITY CIVIL SERVICE REQUIREMENTS. This

1 division makes a variety of changes relating to city civil
2 service requirements under Code chapter 400.

3 SENIORITY RIGHTS. The division strikes language permitting
4 a city council to extinguish statutory seniority rights of
5 all city civil service employees who are not employed or
6 appointed as a fire fighter or police officer, fire chief or
7 police chief, or assistant fire chief or assistant police
8 chief, unless otherwise provided in a collective bargaining
9 agreement. The division reestablishes any such rights so
10 extinguished, including accrual of seniority during the period
11 of extinguishment.

12 ADVERSE EMPLOYMENT ACTIONS — GROUNDS AND PROCEDURES. The
13 division provides that adverse employment action may be taken
14 against a city civil service employee for neglect of duty,
15 disobedience, misconduct, or failure to properly perform the
16 person's duties. The division strikes language permitting
17 such action to be taken due to any act or failure to act by
18 the employee that is in contravention of law, city policies,
19 or standard operating procedures, or that in the judgment
20 of the person having the appointing power as provided in
21 this Code chapter, or the chief of police or chief of the
22 fire department, is sufficient to show that the employee is
23 unsuitable or unfit for employment.

24 The division strikes language providing that the scope of
25 review for an appeal to district court from a civil service
26 commission shall be limited to de novo appellate review without
27 a trial or additional evidence, instead providing that the
28 appeal shall be a trial de novo as an equitable action.

29 DIMINUTION OF EMPLOYEES. The division provides that a
30 diminution of city employees by a city council can only be
31 implemented when the public interest requires. The division
32 permits a diminution to be carried out either by abolishing
33 an office and removing the employee from the employee's
34 classification or grade thereunder, or reducing the number of
35 employees in any classification or grade by suspending the

1 necessary number. The division provides for such removal to be
2 carried out based on seniority and requires that employees so
3 removed be placed on a preferred list for at least three years
4 for purposes of appointments or promotions made during that
5 period to the person's former duties.

6 MISCELLANEOUS PROVISIONS. The division makes changes in
7 terminology relating to adverse employment actions for city
8 civil service employees.

9 The division makes additional conforming changes.

10 EFFECTIVE DATE AND APPLICABILITY PROVISIONS. The division
11 takes effect upon enactment.

12 The division applies to employment actions taken on or after
13 the effective date of the division.

14 DIVISION V — HEALTH INSURANCE MATTERS. This division
15 strikes a requirement that a public employer shall offer health
16 insurance to all permanent, full-time public employees employed
17 by the public employer.

18 EFFECTIVE DATE. The division takes effect upon enactment.