

Senate File 176 - Introduced

SENATE FILE 176

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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 2019,
4 are amended by striking the subsections.

5 Sec. 2. Section 20.6, subsection 1, Code 2019, 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 2019, are
10 amended by striking the subsections.

11 Sec. 4. Section 20.7, subsection 2, Code 2019, 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 2019, is amended by
16 striking the subsection.

17 Sec. 6. Section 20.9, Code 2019, 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
21 shall meet at reasonable times, including meetings reasonably
22 in advance of the public employer's budget-making process,
23 to negotiate in good faith with respect to wages, hours,
24 vacations, insurance, holidays, leaves of absence, shift
25 differentials, overtime compensation, supplemental pay,
26 seniority, transfer procedures, job classifications, health and
27 safety matters, evaluation procedures, procedures for staff
28 reduction, in-service training, and other matters mutually
29 agreed upon. Negotiations shall also include terms authorizing
30 dues checkoff for members of the employee organization and
31 grievance procedures for resolving any questions arising under
32 the agreement, which shall be embodied in a written agreement
33 and signed by the parties. If an agreement provides for dues
34 checkoff, a member's dues may be checked off only upon the
35 member's written request and the member may terminate the dues

1 checkoff at any time by giving thirty days' written notice.
2 Such obligation to negotiate in good faith does not compel
3 either party to agree to a proposal or make a concession.

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

14 3. All retirement systems shall be excluded from the scope
15 of negotiations.

16 Sec. 7. Section 20.10, subsection 3, paragraph j, Code 2019,
17 is amended by striking the paragraph.

18 Sec. 8. Section 20.12, subsection 5, Code 2019, is amended
19 to read as follows:

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

35 Sec. 9. Section 20.15, Code 2019, is amended by striking the

1 section and inserting in lieu thereof the following:

2 **20.15 Elections.**

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

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

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

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

31 5. Upon completion of a valid election in which the majority
32 choice of the employees voting is determined, the board shall
33 certify the results of the election and shall give reasonable
34 notice of the order to all employee organizations listed on the
35 ballot, the public employers, and the public employees in the

1 appropriate bargaining unit.

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

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

29 *c.* A collective bargaining agreement with the state, its
30 boards, commissions, departments, and agencies shall be for two
31 years. The provisions of a collective bargaining agreement or
32 arbitrator's award affecting state employees shall not provide
33 for renegotiations which would require the refinancing of
34 salary and fringe benefits for the second year of the term of
35 the agreement, except as provided in section 20.17, subsection

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

11 Sec. 10. Section 20.17, subsection 8, Code 2019, is amended
12 by striking the subsection and inserting in lieu thereof the
13 following:

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

20 Sec. 11. Section 20.17, Code 2019, is amended by adding the
21 following new subsection:

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

30 Sec. 12. Section 20.22, subsections 2, 3, 7, 9, and 10, Code
31 2019, are amended to read as follows:

32 2. Each party shall serve its final offer on each of
33 the impasse items upon the other party within four days of
34 the board's receipt of the request for arbitration, ~~or by a~~
35 ~~deadline otherwise agreed upon by the parties.~~ The parties may

1 continue to negotiate all offers until an agreement is reached
2 or an award is rendered by the arbitrator. The full costs of
3 arbitration under **this section** shall be shared equally by the
4 parties to the dispute.

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

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

16 a. Past collective bargaining contracts between the parties
17 including the bargaining that led up to such contracts.

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

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

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

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

35 ~~b. Except as required for purposes of the consideration of~~

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

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

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

17 (a) ~~Three percent.~~

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

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

35 Sec. 13. Section 20.22, subsection 8, Code 2019, is amended

1 by striking the subsection.

2 Sec. 14. Section 20.26, subsection 4, Code 2019, is amended
3 to read as follows:

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

8 Sec. 15. Section 20.29, Code 2019, is amended to read as
9 follows:

10 **20.29 Filing agreement — public access — internet site.**

11 ~~1. Collective bargaining agreements shall be in writing and~~
12 ~~shall be signed by the parties.~~

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

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

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

26 Sec. 16. Section 20.30, Code 2019, is amended by striking
27 the section and inserting in lieu thereof the following:

28 **20.30 Supervisory member — no reduction before retirement.**

29 A supervisory member of any department or agency employed by
30 the state of Iowa shall not be granted a voluntary reduction to
31 a nonsupervisory rank or grade during the six months preceding
32 retirement of the member. A member of any department or agency
33 employed by the state of Iowa who retires in less than six
34 months after voluntarily requesting and receiving a reduction
35 in rank or grade from a supervisory to a nonsupervisory

1 position shall be ineligible for a benefit to which the member
2 is entitled as a nonsupervisory member but is not entitled as a
3 supervisory member.

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

7 Sec. 17. Section 20.31, subsection 2, unnumbered paragraph
8 1, Code 2019, is amended to read as follows:

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

20 Sec. 18. Section 22.7, subsection 69, Code 2019, is amended
21 to read as follows:

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

27 Sec. 19. Section 22.7, subsection 70, Code 2019, is amended
28 by striking the subsection.

29 Sec. 20. Section 70A.17A, Code 2019, is amended by adding
30 the following new subsection:

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

34 Sec. 21. Section 70A.19, Code 2019, is amended by striking
35 the section and inserting in lieu thereof the following:

1 **70A.19 Duration of state payroll deduction for dues of**
2 **employee organization member.**

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

16 Sec. 22. Section 412.2, subsection 1, Code 2019, is amended
17 to read as follows:

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

31 Sec. 23. Section 602.1401, subsection 3, paragraph b, Code
32 2019, is amended to read as follows:

33 b. For purposes of **chapter 20**, the certified representative,
34 which on July 1, 1983, represents employees who become judicial
35 branch employees as a result of **1983 Iowa Acts, ch. 186**, shall

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

13 Sec. 24. REPEAL. Sections 20.32 and 20.33, Code 2019, are
14 repealed.

15 Sec. 25. TRANSITION PROCEDURES — DEADLINE — EMERGENCY
16 RULES.

17 1. As of the effective date of this division of this Act,
18 parties, mediators, and arbitrators engaging in any collective
19 bargaining procedures provided for in chapter 20, Code 2019,
20 who have not, before the effective date of this division
21 of this Act, completed such procedures, shall immediately
22 terminate any such procedures in process. A collective
23 bargaining agreement negotiated pursuant to such procedures in
24 process shall not become effective. Parties, mediators, and
25 arbitrators shall not engage in further collective bargaining
26 procedures except as provided in this section. Such parties
27 shall commence collective bargaining in accordance with section
28 20.17, as amended in this division of this Act. Such parties
29 shall complete such bargaining not later than June 30, 2019,
30 unless the parties mutually agree to a different deadline.

31 2. The public employment relations board shall adopt
32 emergency rules under section 17A.4, subsection 3, and section
33 17A.5, subsection 2, paragraph "b", to provide for procedures
34 as deemed necessary to implement the provisions of this section
35 and the rules shall be effective immediately upon filing

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

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

13 Sec. 26. ELECTIONS — DIRECTIVES TO PUBLIC EMPLOYMENT
14 RELATIONS BOARD.

15 1. The public employment relations board shall cancel any
16 elections scheduled or in process pursuant to section 20.15,
17 subsection 2, Code 2019, as of the effective date of this Act.

18 2. Notwithstanding section 20.15, subsection 1, paragraph
19 "c", Code 2019, the public employment relations board
20 shall consider a petition for certification of an employee
21 organization as the exclusive representative of a bargaining
22 unit for which an employee organization was not retained and
23 recertified as the exclusive representative of that bargaining
24 unit regardless of the amount of time that has elapsed since
25 the retention and recertification election at which an employee
26 organization was not retained or recertified.

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

29 Sec. 28. APPLICABILITY. With the exception of the
30 section of this division of this Act amending section 20.6,
31 subsection 1, this division of this Act does not apply to
32 collective bargaining agreements which have been ratified in a
33 ratification election referred to in section 20.17, subsection
34 4, for which an arbitrator has made a final determination as
35 described in section 20.22, subsection 11, or which have become

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

11 DIVISION II

12 EDUCATOR EMPLOYMENT MATTERS

13 Sec. 29. Section 279.13, subsections 2 and 5, Code 2019, are
14 amended to read as follows:

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

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

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

11 Sec. 30. Section 279.13, subsection 4, unnumbered paragraph
12 1, Code 2019, is amended to read as follows:

13 For purposes of [this section](#), [sections 279.14](#), 279.15~~7~~
14 ~~279.16~~ through [279.17](#), [279.19](#), and [279.27](#), unless the context
15 otherwise requires, "*teacher*" includes the following individuals
16 employed by a community college:

17 Sec. 31. Section 279.14, Code 2019, is amended to read as
18 follows:

19 **279.14 Evaluation criteria and procedures.**

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

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

1 recommendation to terminate an individual's continuing teaching
2 contract in accordance with this chapter.

3 Sec. 32. Section 279.15, subsection 2, paragraph c, Code
4 2019, is amended to read as follows:

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

25 Sec. 33. Section 279.16, Code 2019, is amended by striking
26 the section and inserting in lieu thereof the following:

27 **279.16 Private hearing — decision — record.**

28 1. The participants at the private hearing shall be
29 at least a majority of the members of the board, their
30 legal representatives, if any, the superintendent, the
31 superintendent's designated representatives, if any, the
32 teacher's immediate supervisor, the teacher, the teacher's
33 representatives, if any, and the witnesses for the parties.
34 The evidence at the private hearing shall be limited to the
35 specific reasons stated in the superintendent's notice of

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

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

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

32 4. The board shall not be bound by common law or statutory
33 rules of evidence or by technical or formal rules of procedure,
34 but it shall hold the hearing in such manner as is best suited
35 to ascertain and conserve the substantial rights of the

1 parties. Process and procedure under sections 279.13 through
2 279.19 shall be as summary as reasonably may be.

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

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

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

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

26 a. All pleadings, motions and intermediate rulings.

27 b. All evidence received or considered and all other
28 submissions.

29 c. A statement of all matters officially noticed.

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

32 e. All findings and exceptions.

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

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

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

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

18 Sec. 34. NEW SECTION. **279.17 Appeal by teacher to**
19 **adjudicator.**

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

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

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

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

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

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

29 5. Before the date set for hearing a petition for review
30 of board action, which shall be within ten days after
31 receipt of the record unless otherwise agreed or unless the
32 adjudicator orders additional evidence be taken before the
33 board, application may be made to the adjudicator for leave to
34 present evidence in addition to that found in the record of the
35 case. If it is shown to the adjudicator that the additional

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

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

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

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

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

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

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

1 Sec. 35. Section 279.18, Code 2019, is amended by striking
2 the section and inserting in lieu thereof the following:

3 **279.18 Appeal by either party to court.**

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

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

- 31 *a.* In violation of constitutional or statutory provisions.
32 *b.* In excess of the statutory authority of the board or the
33 adjudicator.
34 *c.* In violation of a board rule or policy or contract.
35 *d.* Made upon unlawful procedure.

1 e. Affected by other error of law.

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

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

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

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

16 Sec. 36. Section 279.19, Code 2019, is amended by striking
17 the section and inserting in lieu thereof the following:

18 **279.19 Probationary period.**

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

29 2. a. In the case of the termination of a probationary
30 teacher's contract, the provisions of sections 279.15 and
31 279.16 shall apply. However, if the probationary teacher is a
32 beginning teacher who fails to demonstrate competence in the
33 Iowa teaching standards in accordance with chapter 284, the
34 provisions of sections 279.17 and 279.18 shall also apply.

35 b. The board's decision shall be final and binding unless

1 the termination was based upon an alleged violation of a
2 constitutionally guaranteed right of the teacher or an alleged
3 violation of public employee rights of the teacher under
4 section 20.10.

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

12 Sec. 37. Section 279.19A, subsections 1, 2, 7, and 8, Code
13 2019, are amended to read as follows:

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

26 2. *a.* An extracurricular contract shall be continued
27 automatically in force and effect for equivalent periods,
28 except as modified or terminated by mutual agreement of
29 the board of directors and the employee, or terminated in
30 accordance with this section. An extracurricular contract
31 shall initially be offered by the employing board to an
32 individual on the same date that contracts are offered to
33 teachers under section 279.13. An extracurricular contract
34 may be terminated at the end of a school year pursuant to
35 sections 279.15 through 279.19. If the school district offers

1 an extracurricular contract for a sport for the subsequent
 2 school year to an employee who is currently performing
 3 under an extracurricular contract for that sport, and the
 4 employee does not wish to accept the extracurricular contract
 5 for the subsequent year, the employee may resign from the
 6 extracurricular contract within twenty-one days after it has
 7 been received.

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

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

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

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

28 Sec. 38. Section 279.23, subsection 1, paragraph c, Code
 29 2019, is amended to read as follows:

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

32 Sec. 39. Section 279.23, subsection 5, Code 2019, is amended
 33 to read as follows:

34 5. Notwithstanding the other provisions of this section,
 35 a temporary contract may be issued to an administrator ~~for~~

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

9 Sec. 40. Section 279.24, subsections 2 and 4, Code 2019, are
10 amended to read as follows:

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

26 4. Administrators employed in a school district for
27 less than ~~three~~ two consecutive years are probationary
28 administrators. However, a school board may waive the
29 probationary period for any administrator who has previously
30 served a probationary period in another school district and
31 the school board may extend the probationary period for an
32 additional year with the consent of the administrator. If a
33 school board determines that it should terminate a probationary
34 administrator's contract, the school board shall notify the
35 administrator not later than May 15 that the contract will not

1 be renewed beyond the current year. The notice shall be in
 2 writing by letter, personally delivered, or mailed by certified
 3 mail. The notification shall be complete when received by the
 4 administrator. Within ten days after receiving the notice, the
 5 administrator may request a private conference with the school
 6 board to discuss the reasons for termination. The school
 7 board's decision to terminate a probationary administrator's
 8 contract shall be final unless the termination was based upon
 9 an alleged violation of a constitutionally guaranteed right of
 10 the administrator.

11 Sec. 41. Section 279.24, subsection 5, paragraphs c, d, e,
 12 f, g, and h, Code 2019, are amended to read as follows:

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

1 the meeting. Notice of school board action shall be personally
2 delivered or mailed to the administrator.

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

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

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

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

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

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

1 administrator.

2 Sec. 42. Section 279.27, Code 2019, is amended to read as
3 follows:

4 **279.27 Discharge of teacher.**

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

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

24 Sec. 43. Section 284.3, subsection 2, Code 2019, is amended
25 to read as follows:

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

27 a. For purposes of comprehensive evaluations, standards
28 and criteria which measure a beginning teacher's performance
29 against the Iowa teaching standards specified in [subsection 1](#),
30 and the criteria for the Iowa teaching standards developed by
31 the department in accordance with [section 256.9](#), to determine
32 whether the teacher's practice meets the requirements specified
33 for a career teacher. These standards and criteria shall be
34 set forth in an instrument provided by the department. The
35 comprehensive evaluation and instrument are not subject to

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

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

26 Sec. 44. Section 284.4, subsection 1, paragraph b,
 27 subparagraphs (2) and (5), Code 2019, are amended to read as
 28 follows:

29 (2) Monitor the evaluation requirements of **this chapter**
 30 to ensure evaluations are conducted in a fair and consistent
 31 manner throughout the school district or agency. ~~The committee~~
 32 ~~shall~~ In addition to any negotiated evaluation procedures,
 33 develop model evidence for the Iowa teaching standards and
 34 criteria. The model evidence will minimize paperwork and focus
 35 on teacher improvement. The model evidence will determine

1 which standards and criteria can be met with observation and
2 which evidence meets multiple standards and criteria.

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

7 Sec. 45. Section 284.8, subsections 2 and 3, Code 2019, are
8 amended to read as follows:

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

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

33 Sec. 46. Section 284.8, Code 2019, is amended by adding the
34 following new subsection:

35 NEW SUBSECTION. 2A. If a teacher is denied advancement

1 to the career II or advanced teacher level based upon a
2 performance review, the teacher may appeal the decision to an
3 adjudicator under the process established under section 279.17.
4 However, the decision of the adjudicator is final.

5 Sec. 47. Section 284.8, subsection 4, Code 2019, is amended
6 by striking the subsection.

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

9 Sec. 49. APPLICABILITY. This division of this Act applies
10 to employment contracts of school employees entered into
11 pursuant to chapter 279 on and after the effective date of
12 this division of this Act. This division of this Act does
13 not apply to collective bargaining agreements which have been
14 ratified in a ratification election referred to in section
15 20.17, subsection 4, for which an arbitrator has made a final
16 determination as described in section 20.22, subsection 11,
17 or which have become effective, where such events occurred
18 before the effective date of this division of this Act. This
19 division of this Act applies to all collective bargaining
20 procedures provided for in chapter 20 occurring on and after
21 the effective date of this division of this Act and collective
22 bargaining agreements pursuant to chapter 20 for which a
23 ratification election referred to in section 20.17, subsection
24 4, is held, for which an arbitrator makes a final determination
25 as described in section 20.22, subsection 11, or which become
26 effective on or after the effective date of this division of
27 this Act.

28 DIVISION III

29 PERSONNEL RECORDS AND SETTLEMENT AGREEMENTS

30 Sec. 50. Section 22.7, subsection 11, paragraph a,
31 subparagraph (5), Code 2019, is amended to read as follows:

32 (5) The fact that the individual ~~resigned in lieu of~~
33 ~~termination,~~ was discharged, ~~or was demoted~~ as the result of
34 a final disciplinary action, ~~and the documented reasons and~~
35 ~~rationale for the resignation in lieu of termination,~~ the

1 ~~discharge, or the demotion. For purposes of this subparagraph,~~
2 ~~"demoted" and "demotion" mean a change of an employee from~~
3 ~~a position in a given classification to a position in a~~
4 ~~classification having a lower pay grade upon the exhaustion of~~
5 ~~all applicable contractual, legal, and statutory remedies.~~

6 Sec. 51. REPEAL. Sections 22.13A and 22.15, Code 2019, are
7 repealed.

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

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

13 DIVISION IV

14 CITY CIVIL SERVICE REQUIREMENTS

15 Sec. 54. Section 400.12, subsection 4, Code 2019, is amended
16 by striking the subsection.

17 Sec. 55. Section 400.17, subsection 4, Code 2019, is amended
18 to read as follows:

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

29 Sec. 56. Section 400.18, Code 2019, is amended by striking
30 the section and inserting in lieu thereof the following:

31 **400.18 Removal, demotion, or suspension.**

32 1. A person holding civil service rights as provided in
33 this chapter shall not be removed, demoted, or suspended
34 arbitrarily, except as otherwise provided in this chapter, but
35 may be removed, demoted, or suspended after a hearing by a

1 majority vote of the civil service commission, for neglect of
2 duty, disobedience, misconduct, or failure to properly perform
3 the person's duties.

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

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

10 Sec. 57. Section 400.19, Code 2019, is amended to read as
11 follows:

12 **400.19 ~~Removal, or discharge, demotion, or suspension of~~**
13 **subordinates.**

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

26 Sec. 58. Section 400.20, Code 2019, is amended to read as
27 follows:

28 **400.20 Appeal.**

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

34 Sec. 59. Section 400.21, Code 2019, is amended to read as
35 follows:

1 **400.21 Notice of appeal.**

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

10 Sec. 60. Section 400.22, Code 2019, is amended to read as
11 follows:

12 **400.22 Charges.**

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

24 Sec. 61. Section 400.27, subsection 3, Code 2019, is amended
25 to read as follows:

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

1 Sec. 62. Section 400.28, Code 2019, is amended by striking
2 the section and inserting in lieu thereof the following:

3 **400.28 Employees — number diminished.**

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

8 a. Abolish the office and remove the employee from the
9 employee's classification or grade thereunder.

10 b. Reduce the number of employees in any classification or
11 grade by suspending the necessary number.

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

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

1 lists.

2 Sec. 63. SENIORITY RIGHTS REESTABLISHED. The seniority
3 rights of any civil service employee extinguished pursuant
4 to section 400.12, subsection 4, Code 2019, are hereby
5 reestablished, including accrual of seniority during the period
6 of extinguishment.

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

9 Sec. 65. APPLICABILITY. This division of this Act applies
10 to employment actions taken on or after the effective date of
11 this division of this Act.

12 DIVISION V

13 HEALTH INSURANCE MATTERS

14 Sec. 66. REPEAL. Section 70A.41, Code 2019, is repealed.

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

17 EXPLANATION

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

20 This bill relates to employment matters involving public
21 employees including collective bargaining, educator employment
22 matters, personnel records and settlement agreements, city
23 civil service requirements, and health insurance matters. The
24 bill generally strikes statutory changes made by 2017 Iowa
25 Acts, House File 291, and restores statutory language in effect
26 prior to the enactment of 2017 Iowa Acts, House File 291.

27 DIVISION I — PUBLIC EMPLOYEE COLLECTIVE BARGAINING.

28 This division makes a variety of changes to Code chapter
29 20, the public employment relations Act, as well as other
30 Code provisions relating to collective bargaining by public
31 employees.

32 ELIMINATION OF PUBLIC SAFETY AND TRANSIT EMPLOYEE

33 CATEGORIES. The division eliminates public safety employees
34 and transit employees as separate categories of employees for
35 the purposes of public employee collective bargaining, making

1 affected provisions of Code chapter 20 applicable to all public
2 employees governed by Code chapter 20.

3 SCOPE OF NEGOTIATIONS. The division makes changes to
4 subjects which are negotiated through collective bargaining
5 between public employers and public employees under Code
6 section 20.9.

7 The division provides that the scope of negotiations for
8 all public employees shall consist of wages, hours, vacations,
9 insurance, holidays, leaves of absence, shift differentials,
10 overtime compensation, supplemental pay, seniority, transfer
11 procedures, job classifications, health and safety matters,
12 evaluation procedures, procedures for staff reduction,
13 in-service training, dues checkoff, grievance procedures for
14 resolving any questions arising under the agreement, and
15 other matters mutually agreed upon. The division provides
16 that retirement systems shall be excluded from the scope of
17 negotiations.

18 The division strikes language providing that mandatory
19 subjects of negotiation under Code section 20.9 shall be
20 interpreted narrowly and restrictively. The division strikes
21 language limiting the term of a collective bargaining agreement
22 entered into pursuant to Code chapter 20 to a maximum of five
23 years.

24 ARBITRATION PROCEDURES. The division makes changes to the
25 procedures for arbitration of impasses in collective bargaining
26 between public employers and public employees under Code
27 section 20.22.

28 The division modifies the factors that an arbitrator is
29 required to consider in addition to any other relevant factors
30 in making a final determination on an impasse item. The
31 division requires an arbitrator to consider past collective
32 bargaining contracts between the parties including the
33 bargaining that led up to such contracts; comparison of wages,
34 hours, and conditions of employment of the involved public
35 employees with those of other public employees doing comparable

1 work, giving consideration to factors peculiar to the area and
2 the classifications involved; the interests and welfare of the
3 public, the ability of the public employer to finance economic
4 adjustments, and the effect of such adjustments on the normal
5 standard of services; and the power of the public employer
6 to levy taxes and appropriate funds for the conduct of its
7 operations.

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

11 The division strikes language prohibiting the parties to an
12 arbitration from introducing, and the arbitrator from accepting
13 or considering, any direct or indirect evidence regarding any
14 subject excluded from negotiations pursuant to Code section
15 20.9.

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

18 PUBLIC EMPLOYEE ELECTIONS. The division makes changes to
19 public employee elections conducted pursuant to Code section
20 20.15.

21 The division strikes language providing for retention and
22 recertification elections and requires the public employment
23 relations board (PERB) to cancel any such elections scheduled
24 or in process. The division requires the PERB to consider a
25 petition for certification of an employee organization as the
26 exclusive representative of a bargaining unit for which an
27 employee organization was not retained and recertified as the
28 exclusive representative of that bargaining unit regardless of
29 the amount of time that has elapsed since the retention and
30 recertification election, notwithstanding prior requirements
31 prohibiting such consideration for two years.

32 The division provides that the outcome of a certification
33 or decertification election is determined by a majority vote
34 of the members of the bargaining unit voting, rather than the
35 total membership of the bargaining unit. The division provides

1 for a runoff election if none of the choices on the ballot in a
2 certification election receives a majority vote of the members
3 of the bargaining unit voting.

4 The division lowers the required percentage of support
5 from employees in a bargaining unit required for an employee
6 organization that did not submit a petition for certification
7 as the exclusive bargaining representative of a bargaining unit
8 to be listed on the ballot for a certification election from 30
9 percent to 10 percent.

10 The division strikes language prohibiting the PERB from
11 considering a petition for certification as the exclusive
12 bargaining representative of a bargaining unit unless a
13 period of two years has elapsed from the date of the last
14 certification election in which an employee organization
15 was not certified as the exclusive representative of that
16 bargaining unit or of the last decertification election in
17 which an employee organization was decertified as the exclusive
18 representative of that bargaining unit. The division prohibits
19 the PERB from considering a petition for certification as the
20 exclusive bargaining representative of a bargaining unit for
21 one year after the employee organization is not certified in a
22 certification election. The division makes additional changes
23 relating to the scheduling of decertification elections.

24 EMPLOYEE ORGANIZATION DUES. The division strikes a
25 prohibition on public entities authorizing or administering
26 a deduction from the salaries or wages of its employees for
27 membership dues to an employee organization. The division
28 provides procedures for administering such dues deductions.

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

31 The division strikes language permitting the PERB to
32 appoint a certified shorthand reporter to report state employee
33 grievance and discipline resolution proceedings, to contract
34 with a vendor to conduct elections, to establish fees to cover
35 the cost of elections, and to retain certain funds collected by

1 the PERB as repayment receipts.

2 STATEWIDE COLLECTIVE BARGAINING AGREEMENTS FOLLOWING A
3 GUBERNATORIAL ELECTION YEAR. The division strikes language
4 providing for modified collective bargaining procedures for a
5 proposed, statewide collective bargaining agreement to become
6 effective in the year following a general election in which the
7 governor and certain other elected officials are elected.

8 CONFIDENTIAL RECORDS. The division strikes language
9 providing that certain information relating to elections
10 conducted by the PERB is a confidential record under Code
11 chapter 22, the state open records law.

12 MISCELLANEOUS PROVISIONS RELATING TO PUBLIC EMPLOYEE
13 COLLECTIVE BARGAINING. The division strikes a definition of
14 "supplemental pay".

15 The division strikes language providing that a public
16 employer has the right to evaluate public employees in
17 positions within the public agency. The division strikes
18 language providing that a public employee has the right under
19 Code section 20.8 to exercise any right or seek any remedy
20 provided by law, including but not limited to Code sections
21 70A.28 and 70A.29, Code chapter 8A, subchapter IV, and Code
22 chapters 216 and 400.

23 The division transfers language in Code section 20.10
24 prohibiting a public employee or any employee organization
25 from negotiating or attempting to negotiate directly with a
26 member of the governing board of a public employer if the
27 public employer has appointed or authorized a bargaining
28 representative for the purpose of bargaining with the public
29 employees or their representative to Code section 20.17.

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

34 The division strikes language prohibiting voluntary
35 contributions by individuals to political parties or candidates

1 through payroll deductions.

2 The division strikes a requirement that a copy of a final
3 collective bargaining agreement be filed with the PERB by
4 the public employer within 10 days of the agreement being
5 entered into. The division strikes a requirement that the
6 PERB maintain an internet site that allows searchable access
7 to a database of collective bargaining agreements and other
8 collective bargaining information.

9 The division changes the period before retirement for a
10 prohibited voluntary reduction to a nonsupervisory rank or
11 grade by a supervisor and related ineligibility for benefits
12 from 36 months to six months.

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

16 The division requires a council, board of waterworks, or
17 other board or commission which establishes a pension and
18 annuity retirement system pursuant to Code chapter 412 to
19 negotiate in good faith with a certified employee organization
20 which is the collective bargaining representative of the
21 employees, with respect to the amount or rate of the assessment
22 on the wages and salaries of employees and the method or
23 methods for payment of the assessment by the employees.

24 The division makes additional conforming changes.

25 **TRANSITION PROVISIONS — DEADLINE.** The division requires
26 parties, mediators, and arbitrators engaging in any collective
27 bargaining procedures provided for in Code chapter 20, Code
28 2019, who have not, before the effective date of the division,
29 completed such procedures, to immediately terminate any such
30 procedures in process as of the effective date of the division.
31 The division provides that a collective bargaining agreement
32 negotiated pursuant to such procedures in process shall not
33 become effective. The division prohibits parties, mediators,
34 and arbitrators from engaging in further collective bargaining
35 procedures except as provided in the division. The division

1 requires such parties to commence collective bargaining in
2 accordance with Code section 20.17, as amended by the division.
3 The division requires such parties to complete such bargaining
4 not later than June 30, 2019, unless the parties mutually agree
5 to a different deadline.

6 The division requires the PERB to adopt emergency rules to
7 implement these requirements. The division also requires the
8 department of administrative services to adopt emergency rules
9 to implement the provisions of the division relating to dues
10 deductions.

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

13 With the exception of the section of the division amending
14 Code section 20.6, subsection 1, the division does not apply
15 to collective bargaining agreements which have been ratified
16 in a ratification election, for which an arbitrator has made
17 a final determination, or which have become effective, where
18 such events occurred before the effective date of the division.
19 The division applies to all collective bargaining procedures
20 provided for in Code chapter 20 occurring on and after the
21 effective date of the division and collective bargaining
22 agreements for which a ratification election is held, for which
23 an arbitrator makes a final determination, or which become
24 effective on or after the effective date of the division.

25 DIVISION II — EDUCATOR EMPLOYMENT MATTERS. This division
26 makes a variety of changes relating to educator employment
27 matters.

28 TERMINATION OF TEACHER EMPLOYMENT CONTRACTS. The division
29 makes various changes relating to the termination of teacher
30 employment contracts.

31 The division shortens various procedural deadlines
32 regarding private hearings held after a superintendent
33 recommends termination of a teacher's employment contract.
34 The division makes participation in such a private hearing
35 by the superintendent, the superintendent's designated

1 representatives, the teacher's immediate supervisor, the
2 teacher, and the teacher's representatives mandatory on the
3 part of those individuals instead of discretionary. The
4 division requires that the school board employ a certified
5 shorthand reporter to keep a record of a private hearing.
6 The division requires the school board to issue subpoenas
7 for witnesses and evidence on behalf of the board and the
8 teacher. The division provides for a judicial remedy if a
9 witness appears and refuses to testify or to produce required
10 books or papers at a private hearing. The division authorizes
11 the superintendent and the teacher to file written briefs and
12 arguments with the board at the conclusion of the private
13 hearing. The division provides deadlines for determining
14 the status of the teacher's contract if the teacher does not
15 request a private hearing. The division requires that the
16 decision of the board include findings of fact and conclusions
17 of law. The division strikes language authorizing a school
18 board which votes to continue a teacher's contract to issue
19 the teacher a one-year, nonrenewable contract. The division
20 permits a teacher to appeal the board's determination to an
21 adjudicator and provides procedures for such appeals.

22 TEACHER PROBATIONARY PERIODS. The division makes various
23 changes relating to probationary employment of teachers.

24 The division decreases from two years to one year the
25 length of a teacher's probationary employment period in a
26 school district if the teacher has successfully completed a
27 probationary period of employment for another school district
28 located in Iowa.

29 The division provides that requirements for notices of
30 termination, private hearings, and appeals applicable to
31 nonprobationary teachers whose employment contracts are
32 terminated are applicable to probationary teachers whose
33 employment contracts are terminated. The division strikes
34 alternative procedures for the termination of employment
35 contracts of such probationary teachers, including notification

1 procedures and the opportunity to request a private conference
2 with the school board.

3 EXTRACURRICULAR INTERSCHOLASTIC ATHLETIC COACH CONTRACTS.

4 The division makes various changes relating to extracurricular
5 interscholastic athletic coach employment contracts.

6 The division provides that wages for such coaches shall be
7 paid pursuant to established or negotiated supplemental pay
8 schedules. The division provides that employment contracts
9 of such coaches shall be continued automatically in force and
10 effect for equivalent periods and that the termination of such
11 contracts follows procedures similar to those used for teacher
12 contracts. The division strikes language providing that
13 employment contracts of such coaches may be terminated prior to
14 their expiration for any lawful reason following an informal,
15 private hearing before the school board. The division strikes
16 language providing that the decision of the school board to
17 terminate such a contract is final.

18 SCHOOL ADMINISTRATOR EMPLOYMENT MATTERS. The division makes
19 various changes relating to school administrator employment
20 matters.

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

24 The division strikes language authorizing a school board to
25 issue a temporary employment contract to an administrator for
26 a period of up to nine months.

27 The division strikes language authorizing a school board to
28 issue a one-year, nonrenewable employment contract and instead
29 authorizes a school board considering the termination of an
30 administrator's contract and the administrator to mutually
31 agree to enter into such a contract.

32 The division decreases the probationary employment period
33 for administrators from three years to two years and authorizes
34 a school board to waive the probationary period for an
35 administrator who previously served a probationary period in

1 another school district.

2 The division strikes language providing that a hearing
3 before an administrative law judge requested by an
4 administrator whose employment contract a school board is
5 considering terminating shall be a private hearing. The
6 division reduces certain procedural deadlines relating to such
7 hearings. The division strikes language providing that any
8 witnesses for the parties at the hearing shall be sequestered.
9 The division requires that the decision of the board include
10 findings of fact and conclusions of law. The division strikes
11 language authorizing a school board which votes to continue an
12 administrator's contract to issue the administrator a one-year,
13 nonrenewable contract.

14 INTENSIVE ASSISTANCE PROGRAMS. The division makes various
15 changes relating to intensive assistance programs.

16 The division strikes language providing that a teacher who
17 has previously participated in an intensive assistance program
18 relating to particular Iowa teaching standards or criteria
19 shall not be entitled to participate in another intensive
20 assistance program relating to the same standards or criteria.
21 The division strikes language providing that following a
22 teacher's participation in an intensive assistance program, the
23 teacher shall be reevaluated to determine whether the teacher
24 successfully completed the intensive assistance program and
25 is meeting district expectations under the applicable Iowa
26 teaching standards or criteria. The division strikes language
27 providing that if the teacher did not successfully complete
28 the intensive assistance program or continues not to meet the
29 applicable Iowa teaching standards or criteria, the board may
30 initiate procedures to terminate the teacher's employment
31 contract immediately or at the end of the school year or may
32 continue the teacher's contract for a period not to exceed one
33 year on a nonrenewable basis and without the right to a private
34 hearing.

35 MISCELLANEOUS PROVISIONS RELATING TO EDUCATOR EMPLOYMENT

1 MATTERS. The division strikes language authorizing a school
2 board to issue a temporary employment contract to a teacher for
3 a period of up to six months.

4 The division strikes language providing that just cause
5 for which a teacher may be discharged at any time during the
6 contract year under Code section 279.27 includes but is not
7 limited to a violation of the code of professional conduct
8 and ethics of the board of educational examiners if the board
9 has taken disciplinary action against a teacher during the
10 six months following issuance by the board of a final written
11 decision and finding of fact after a disciplinary proceeding.

12 The division either authorizes or requires a school board
13 and its certified bargaining representative to negotiate
14 various matters pursuant to Code chapter 20.

15 The division makes additional conforming changes.

16 EFFECTIVE DATE AND APPLICABILITY PROVISIONS. The division
17 takes effect upon enactment.

18 The division applies to employment contracts of school
19 employees entered into pursuant to Code chapter 279 on and
20 after the effective date of the division. The division does
21 not apply to collective bargaining agreements pursuant to Code
22 chapter 20 which have been ratified in a ratification election,
23 for which an arbitrator has made a final determination, or
24 which have become effective, where such events occurred before
25 the effective date of the division. The division applies to
26 all collective bargaining procedures provided for in Code
27 chapter 20 occurring on and after the effective date of the
28 division and collective bargaining agreements pursuant to Code
29 chapter 20 for which a ratification election is held, for which
30 an arbitrator makes a final determination, or which become
31 effective on or after the effective date of the division.

32 DIVISION III — PERSONNEL RECORDS AND SETTLEMENT AGREEMENTS.

33 This division makes changes relating to public employee
34 personnel records and settlement agreements.

35 PERSONNEL RECORDS. The division strikes language providing

1 that certain information relating to the discipline,
2 resignation, discharge, or demotion of a public employee is a
3 public record and requiring notice to affected employees.

4 PERSONNEL SETTLEMENT AGREEMENTS. The division also strikes
5 language prohibiting a personnel settlement agreement between
6 the state and a state executive branch employee that contains
7 confidentiality or nondisclosure provisions that attempt to
8 prevent the disclosure of the agreement.

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

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

13 DIVISION IV — CITY CIVIL SERVICE REQUIREMENTS. This
14 division makes a variety of changes relating to city civil
15 service requirements under Code chapter 400.

16 SENIORITY RIGHTS. The division strikes language permitting
17 a city council to extinguish statutory seniority rights of
18 all city civil service employees who are not employed or
19 appointed as a fire fighter or police officer, fire chief or
20 police chief, or assistant fire chief or assistant police
21 chief, unless otherwise provided in a collective bargaining
22 agreement. The division reestablishes any such rights so
23 extinguished, including accrual of seniority during the period
24 of extinguishment.

25 ADVERSE EMPLOYMENT ACTIONS — GROUNDS AND PROCEDURES. The
26 division provides that adverse employment action may be taken
27 against a city civil service employee for neglect of duty,
28 disobedience, misconduct, or failure to properly perform the
29 person's duties. The division strikes language permitting
30 such action to be taken due to any act or failure to act by
31 the employee that is in contravention of law, city policies,
32 or standard operating procedures, or that in the judgment
33 of the person having the appointing power as provided in
34 this Code chapter, or the chief of police or chief of the
35 fire department, is sufficient to show that the employee is

1 unsuitable or unfit for employment.

2 The division strikes language providing that the scope of
3 review for an appeal to district court from a civil service
4 commission shall be limited to de novo appellate review without
5 a trial or additional evidence, instead providing that the
6 appeal shall be a trial de novo as an equitable action.

7 DIMINUTION OF EMPLOYEES. The division provides that a
8 diminution of city employees by a city council can only be
9 implemented when the public interest requires. The division
10 permits a diminution to be carried out either by abolishing
11 an office and removing the employee from the employee's
12 classification or grade thereunder, or reducing the number of
13 employees in any classification or grade by suspending the
14 necessary number. The division provides for such removal to be
15 carried out based on seniority and requires that employees so
16 removed be placed on a preferred list for at least three years
17 for purposes of appointments or promotions made during that
18 period to the person's former duties.

19 MISCELLANEOUS PROVISIONS. The division makes changes in
20 terminology relating to adverse employment actions for city
21 civil service employees.

22 The division makes additional conforming changes.

23 EFFECTIVE DATE AND APPLICABILITY PROVISIONS. The division
24 takes effect upon enactment.

25 The division applies to employment actions taken on or after
26 the effective date of the division.

27 DIVISION V — HEALTH INSURANCE MATTERS. This division
28 strikes a requirement that a public employer shall offer health
29 insurance to all permanent, full-time public employees employed
30 by the public employer.

31 EFFECTIVE DATE. The division takes effect upon enactment.