

**Senate File 350 - Introduced**

SENATE FILE 350  
BY BOULTON

**A BILL FOR**

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

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

DIVISION I

PUBLIC EMPLOYEE COLLECTIVE BARGAINING

Section 1. Section 20.3, subsections 11 and 13, Code 2019, are amended by striking the subsections.

Sec. 2. Section 20.6, subsection 1, Code 2019, is amended to read as follows:

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

Sec. 3. Section 20.6, subsections 6 and 7, Code 2019, are amended by striking the subsections.

Sec. 4. Section 20.7, subsection 2, Code 2019, is amended to read as follows:

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

Sec. 5. Section 20.8, subsection 5, Code 2019, is amended by striking the subsection.

Sec. 6. Section 20.9, Code 2019, is amended by striking the section and inserting in lieu thereof the following:

**20.9 Scope of negotiations.**

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

a. Wages.

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

c. Vacations.

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

e. Holidays.

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

g. Shift differentials.

1       *h.* Overtime compensation.

2       *i.* Supplemental pay, including payments and benefits which  
3 are other than wages and are not paid as compensation for or  
4 conditioned upon the employees' performance of services in  
5 addition to their regular services to the public employer.

6       *j.* Seniority.

7       *k.* Transfer procedures.

8       *l.* Job classifications.

9       *m.* Health and safety matters.

10      *n.* Evaluation procedures, including the frequency of  
11 evaluations, the method of evaluation, evaluation forms  
12 and other evaluation instruments, evaluation criteria, the  
13 purposes for and use of evaluations, and remedial and employee  
14 performances improvement plans and procedures.

15      *o.* Procedures for staff reduction.

16      *p.* In-service training.

17      *q.* Preparation time.

18      *r.* Class size.

19      *s.* Discipline and discharge, including grounds for discharge  
20 and imposition of other discipline, levels and types of  
21 disciplinary measures, and procedures for resolving disputes.

22      *t.* Work uniforms and equipment and other required work  
23 clothing and equipment, including allowances for uniforms and  
24 equipment and other required work clothing and equipment.

25      *u.* Staffing levels.

26      *v.* Retirement systems not excluded from negotiations  
27 pursuant to subsection 4.

28      *w.* Other terms and conditions of employment except as  
29 provided in subsection 4.

30      2. Negotiations shall also include terms authorizing  
31 dues checkoff for members of the employee organization and  
32 grievance procedures for resolving any questions arising under  
33 the agreement, which shall be embodied in a written agreement  
34 and signed by the parties. If an agreement provides for dues  
35 checkoff, a member's dues may be checked off only upon the

1 member's written request and the member may terminate the dues  
2 checkoff at any time by giving thirty days' written notice.

3 Such obligation to negotiate in good faith does not compel  
4 either party to agree to a proposal or make a concession.

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

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

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

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

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

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

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

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

10 Sec. 9. Section 20.15, Code 2019, is amended by striking the  
11 section and inserting in lieu thereof the following:

12 **20.15 Elections.**

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

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

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

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

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

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

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

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

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

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

21       Sec. 10. Section 20.17, subsection 8, Code 2019, is amended  
22 by striking the subsection and inserting in lieu thereof the  
23 following:

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

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

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

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

5 Sec. 12. Section 20.22, subsections 2, 3, 7, 9, and 10, Code  
6 2019, are amended to read as follows:

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

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

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

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

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

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

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

1 appropriate funds for the conduct of its operations.

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

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

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

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

27    (a) Three percent.

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

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

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

10 Sec. 13. Section 20.22, subsection 8, Code 2019, is amended  
11 by striking the subsection.

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

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

18 Sec. 15. Section 20.29, Code 2019, is amended to read as  
19 follows:

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

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

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

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

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

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

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

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

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

17 Sec. 17. Section 20.31, subsection 2, unnumbered paragraph  
18 1, Code 2019, is amended to read as follows:

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

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

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

1 relations board as provided in **section 20.14 or 20.15.**

2 Sec. 19. Section 22.7, subsection 70, Code 2019, is amended  
3 by striking the subsection.

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

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

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

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

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

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

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

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

6 Sec. 23. Section 602.1401, subsection 3, paragraph b, Code  
7 2019, is amended to read as follows:

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

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

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

27 1. As of the effective date of this division of this Act,  
28 parties, mediators, and arbitrators engaging in any collective  
29 bargaining procedures provided for in chapter 20, Code 2019,  
30 who have not, before the effective date of this division  
31 of this Act, completed such procedures, shall immediately  
32 terminate any such procedures in process. A collective  
33 bargaining agreement negotiated pursuant to such procedures in  
34 process shall not become effective. Parties, mediators, and  
35 arbitrators shall not engage in further collective bargaining

1 procedures except as provided in this section. Such parties  
2 shall commence collective bargaining in accordance with section  
3 20.17, as amended in this division of this Act. Such parties  
4 shall complete such bargaining not later than June 30, 2019,  
5 unless the parties mutually agree to a different deadline.

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

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

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

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

28       2. Notwithstanding section 20.15, subsection 1, paragraph  
29 "c", Code 2019, the public employment relations board  
30 shall consider a petition for certification of an employee  
31 organization as the exclusive representative of a bargaining  
32 unit for which an employee organization was not retained and  
33 recertified as the exclusive representative of that bargaining  
34 unit regardless of the amount of time that has elapsed since  
35 the retention and recertification election at which an employee

1 organization was not retained or recertified.

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

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

21 DIVISION II

22 EDUCATOR EMPLOYMENT MATTERS

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

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

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

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

21       Sec. 30. Section 279.13, subsection 4, unnumbered paragraph  
22 1, Code 2019, is amended to read as follows:

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

27       Sec. 31. Section 279.14, Code 2019, is amended to read as  
28 follows:

29       **279.14 Evaluation criteria and procedures.**

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

35       2. The determination of standards of performance expected

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

13 Sec. 32. Section 279.15, subsection 2, paragraph c, Code  
14 2019, is amended to read as follows:

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

35 Sec. 33. Section 279.16, Code 2019, is amended by striking

1 the section and inserting in lieu thereof the following:

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

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

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

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

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

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

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

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

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

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

1       a. All pleadings, motions and intermediate rulings.  
2       b. All evidence received or considered and all other  
3 submissions.  
4       c. A statement of all matters officially noticed.  
5       d. All questions and offers of proof, objections and rulings  
6 thereon.  
7       e. All findings and exceptions.  
8       f. Any decision, opinion, or conclusion by the board.  
9       g. Findings of fact shall be based solely on the evidence in  
10 the record and on matters officially noticed in the record.  
11      9. The decision of the board shall be in writing and shall  
12 include findings of fact and conclusions of law, separately  
13 stated. Findings of fact, if set forth in statutory language,  
14 shall be accompanied by a concise and explicit statement of  
15 the underlying facts supporting the findings. Each conclusion  
16 of law shall be supported by cited authority or by reasoned  
17 opinion.  
18      10. When the board has reached a decision, opinion, or  
19 conclusion, it shall convene in open meeting and by roll  
20 call vote determine the continuance or discontinuance of the  
21 teacher's contract and, if the board votes to continue the  
22 teacher's contract, whether to suspend the teacher with or  
23 without pay for a period specified by the board. The record  
24 of the private conference and findings of fact and exceptions  
25 shall be exempt from the provisions of **chapter 22**. The  
26 secretary of the board shall immediately mail notice of the  
27 board's action to the teacher.  
28      Sec. 34. NEW SECTION. 279.17 **Appeal by teacher to  
29 adjudicator.**  
30      1. If the teacher is no longer a probationary teacher, the  
31 teacher may, within ten days, appeal the determination of the  
32 board to an adjudicator by filing a notice of appeal with the  
33 secretary of the board. The notice of appeal shall contain a  
34 concise statement of the action which is the subject of the  
35 appeal, the particular board action appealed from, the grounds

1 on which relief is sought and the relief sought.

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

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

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

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

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

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

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

25       a. In violation of a board rule or policy or contract.  
26       b. Unsupported by a preponderance of the competent evidence  
27 in the record made before the board when that record is viewed  
28 as a whole.

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

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

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

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

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

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

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

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

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

6       a. In violation of constitutional or statutory provisions.

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

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

10      d. Made upon unlawful procedure.

11      e. Affected by other error of law.

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

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

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

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

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

28      **279.19 Probationary period.**

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

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

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

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

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

22      Sec. 37. Section 279.19A, subsections 1, 2, 7, and 8, Code  
23 2019, are amended to read as follows:

24      1. School districts employing individuals to coach  
25 interscholastic athletic sports shall issue a separate  
26 extracurricular contract for each of these sports. An  
27 extracurricular contract offered under this section shall be  
28 separate from the contract issued under section 279.13. Wages  
29 for employees who coach these sports shall be paid pursuant  
30 to established or negotiated supplemental pay schedules.  
31 An extracurricular contract shall be in writing, and shall  
32 state the number of contract days for that sport, the annual  
33 compensation to be paid, and any other matters as may be  
34 mutually agreed upon. The contract shall be for a single  
35 school year.

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

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

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

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

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

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

3 Sec. 38. Section 279.23, subsection 1, paragraph c, Code  
4 2019, is amended to read as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 Sec. 42. Section 279.27, Code 2019, is amended to read as  
13 follows:

14 **279.27 Discharge of teacher.**

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

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

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

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

2       a. For purposes of comprehensive evaluations, standards  
3 and criteria which measure a beginning teacher's performance  
4 against the Iowa teaching standards specified in subsection 1,  
5 and the criteria for the Iowa teaching standards developed by  
6 the department in accordance with section 256.9, to determine  
7 whether the teacher's practice meets the requirements specified  
8 for a career teacher. These standards and criteria shall be  
9 set forth in an instrument provided by the department. The  
10 comprehensive evaluation and instrument are not subject to  
11 negotiations or grievance procedures pursuant to chapter 20 or  
12 determinations made by the board of directors under section  
13 279.14. A local school board and its certified bargaining  
14 representative may negotiate, pursuant to chapter 20,  
15 evaluation and grievance procedures for beginning teachers that  
16 are not in conflict with this chapter. If, in accordance with  
17 section 279.19, a beginning teacher appeals the determination  
18 of a school board to an adjudicator under section 279.17, the  
19 adjudicator selected shall have successfully completed training  
20 related to the Iowa teacher standards, the criteria adopted  
21 by the state board in accordance with subsection 3, and any  
22 additional training required under rules adopted by the public  
23 employment relations board in cooperation with the state board.

24       b. For purposes of performance reviews for teachers other  
25 than beginning teachers, evaluations that contain, at a  
26 minimum, the Iowa teaching standards specified in subsection  
27 1, as well as the criteria for the Iowa teaching standards  
28 developed by the department in accordance with section  
29 256.9, subsection 42. A local school board and its certified  
30 bargaining representative may negotiate, pursuant to chapter  
31 20, additional teaching standards and criteria. A local  
32 school board and its certified bargaining representative shall  
33 negotiate, pursuant to chapter 20, evaluation and grievance  
34 procedures for teachers other than beginning teachers that are  
35 not in conflict with this chapter.

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

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

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

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

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

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

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

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

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

15 Sec. 47. Section 284.8, subsection 4, Code 2019, is amended  
16 by striking the subsection.

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

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

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

3 DIVISION III

4 PERSONNEL RECORDS AND SETTLEMENT AGREEMENTS

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

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

16 Sec. 51. REPEAL. Sections 22.13A and 22.15, Code 2019, are  
17 repealed.

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

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

23 DIVISION IV

24 CITY CIVIL SERVICE REQUIREMENTS

25 Sec. 54. Section 400.12, subsection 4, Code 2019, is amended  
26 by striking the subsection.

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

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

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

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

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

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

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

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

20 Sec. 57. Section 400.19, Code 2019, is amended to read as  
21 follows:

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

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

1 Sec. 58. Section 400.20, Code 2019, is amended to read as  
2 follows:

3 **400.20 Appeal.**

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

9 Sec. 59. Section 400.21, Code 2019, is amended to read as  
10 follows:

11 **400.21 Notice of appeal.**

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

20 Sec. 60. Section 400.22, Code 2019, is amended to read as  
21 follows:

22 **400.22 Charges.**

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

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

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

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

13     **400.28 Employees — number diminished.**

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

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

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

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

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

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

12 Sec. 63. SENIORITY RIGHTS REESTABLISHED. The seniority  
13 rights of any civil service employee extinguished pursuant  
14 to section 400.12, subsection 4, Code 2019, are hereby  
15 reestablished, including accrual of seniority during the period  
16 of extinguishment.

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

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

22 DIVISION V

23 HEALTH INSURANCE MATTERS

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

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

27 EXPLANATION

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

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

1 prior to the enactment of 2017 Iowa Acts, House File 291.

2 DIVISION I — PUBLIC EMPLOYEE COLLECTIVE BARGAINING.

3 This division makes a variety of changes to Code chapter  
4 20, the public employment relations Act, as well as other  
5 Code provisions relating to collective bargaining by public  
6 employees.

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

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

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

30 The division provides that all retirement systems  
31 established by statute except for pension and annuity  
32 retirement systems established under Code chapter 412 and  
33 except for supplemental and additional retirement benefits  
34 shall be excluded under the scope of negotiations. The  
35 division provides that discharge for teachers who are employed

1 pursuant to Code chapter 279 shall be excluded under the scope  
2 of negotiations.

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

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

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

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

31      The division strikes language prohibiting the parties to an  
32 arbitration from introducing, and the arbitrator from accepting  
33 or considering, any direct or indirect evidence regarding any  
34 subject excluded from negotiations pursuant to Code section  
35 20.9.

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

3       PUBLIC EMPLOYEE ELECTIONS. The division makes changes to  
4 public employee elections conducted pursuant to Code section  
5 20.15.

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

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

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

30      The division strikes language prohibiting the PERB from  
31 considering a petition for certification as the exclusive  
32 bargaining representative of a bargaining unit unless a  
33 period of two years has elapsed from the date of the last  
34 certification election in which an employee organization  
35 was not certified as the exclusive representative of that

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

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

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

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

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

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

32 MISCELLANEOUS PROVISIONS RELATING TO PUBLIC EMPLOYEE  
33 COLLECTIVE BARGAINING. The division strikes a definition of  
34 "supplemental pay".

35 The division strikes language providing that a public

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

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

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

19 The division strikes language prohibiting voluntary  
20 contributions by individuals to political parties or candidates  
21 through payroll deductions.

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

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

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

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

9       The division makes additional conforming changes.

10      TRANSITION PROVISIONS — DEADLINE. The division requires  
11 parties, mediators, and arbitrators engaging in any collective  
12 bargaining procedures provided for in Code chapter 20, Code  
13 2019, who have not, before the effective date of the division,  
14 completed such procedures, to immediately terminate any such  
15 procedures in process as of the effective date of the division.

16      The division provides that a collective bargaining agreement  
17 negotiated pursuant to such procedures in process shall not  
18 become effective. The division prohibits parties, mediators,  
19 and arbitrators from engaging in further collective bargaining  
20 procedures except as provided in the division. The division  
21 requires such parties to commence collective bargaining in  
22 accordance with Code section 20.17, as amended by the division.  
23 The division requires such parties to complete such bargaining  
24 not later than June 30, 2019, unless the parties mutually agree  
25 to a different deadline.

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

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

33      With the exception of the section of the division amending  
34 Code section 20.6, subsection 1, the division does not apply  
35 to collective bargaining agreements which have been ratified

1 in a ratification election, for which an arbitrator has made  
2 a final determination, or which have become effective, where  
3 such events occurred before the effective date of the division.  
4 The division applies to all collective bargaining procedures  
5 provided for in Code chapter 20 occurring on and after the  
6 effective date of the division and collective bargaining  
7 agreements for which a ratification election is held, for which  
8 an arbitrator makes a final determination, or which become  
9 effective on or after the effective date of the division.

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

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

16 The division shortens various procedural deadlines  
17 regarding private hearings held after a superintendent  
18 recommends termination of a teacher's employment contract.  
19 The division makes participation in such a private hearing  
20 by the superintendent, the superintendent's designated  
21 representatives, the teacher's immediate supervisor, the  
22 teacher, and the teacher's representatives mandatory on the  
23 part of those individuals instead of discretionary. The  
24 division requires that the school board employ a certified  
25 shorthand reporter to keep a record of a private hearing.  
26 The division requires the school board to issue subpoenas  
27 for witnesses and evidence on behalf of the board and the  
28 teacher. The division provides for a judicial remedy if a  
29 witness appears and refuses to testify or to produce required  
30 books or papers at a private hearing. The division authorizes  
31 the superintendent and the teacher to file written briefs and  
32 arguments with the board at the conclusion of the private  
33 hearing. The division provides deadlines for determining  
34 the status of the teacher's contract if the teacher does not  
35 request a private hearing. The division requires that the

1 decision of the board include findings of fact and conclusions  
2 of law. The division strikes language authorizing a school  
3 board which votes to continue a teacher's contract to issue  
4 the teacher a one-year, nonrenewable contract. The division  
5 permits a teacher to appeal the board's determination to an  
6 adjudicator and provides procedures for such appeals.

7 TEACHER PROBATIONARY PERIODS. The division makes various  
8 changes relating to probationary employment of teachers.

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

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

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

26 The division provides that wages for such coaches shall be  
27 paid pursuant to established or negotiated supplemental pay  
28 schedules. The division provides that employment contracts  
29 of such coaches shall be continued automatically in force and  
30 effect for equivalent periods and that the termination of such  
31 contracts follows procedures similar to those used for teacher  
32 contracts. The division strikes language providing that  
33 employment contracts of such coaches may be terminated prior to  
34 their expiration for any lawful reason following an informal,  
35 private hearing before the school board. The division strikes

1 language providing that the decision of the school board to  
2 terminate such a contract is final.

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

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

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

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

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

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

34 INTENSIVE ASSISTANCE PROGRAMS. The division makes various  
35 changes relating to intensive assistance programs.

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

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

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

32       The division either authorizes or requires a school board  
33 and its certified bargaining representative to negotiate  
34 various matters pursuant to Code chapter 20.

35       The division makes additional conforming changes.

1       EFFECTIVE DATE AND APPLICABILITY PROVISIONS. The division  
2 takes effect upon enactment.

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

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

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

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

29      EFFECTIVE DATE AND APPLICABILITY PROVISIONS. The division  
30 takes effect upon enactment.

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

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

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

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

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

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

1 removed be placed on a preferred list for at least three years  
2 for purposes of appointments or promotions made during that  
3 period to the person's former duties.

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

7 The division makes additional conforming changes.

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

10 The division applies to employment actions taken on or after  
11 the effective date of the division.

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

16 EFFECTIVE DATE. The division takes effect upon enactment.