

**Senate File 141 - Introduced**

SENATE FILE 141

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**A BILL FOR**

1 An Act concerning employment matters involving public employees  
2 including collective bargaining, educator employment  
3 matters, and city civil service requirements, and including  
4 effective date, applicability, and transition provisions.  
5 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

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DIVISION I

PUBLIC EMPLOYEE COLLECTIVE BARGAINING

Section 1. Section 20.3, subsections 11 and 13, Code 2021, are amended by striking the subsections.

Sec. 2. Section 20.6, subsection 1, Code 2021, 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 2021, are amended by striking the subsections.

Sec. 4. Section 20.7, subsection 2, Code 2021, 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 2021, is amended by striking the subsection.

Sec. 6. Section 20.9, Code 2021, 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 2021,  
27 is amended by striking the paragraph.

28 Sec. 8. Section 20.12, subsection 5, Code 2021, 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 2021, 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 2021, 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 2021, 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 2021, are amended to read as follows:

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

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

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

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

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

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

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



1 appropriate funds for the conduct of its operations.

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

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

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

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

27 (a) ~~Three percent.~~

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

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

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

10 Sec. 13. Section 20.22, subsection 8, Code 2021, is amended  
11 by striking the subsection.

12 Sec. 14. Section 20.26, subsection 4, Code 2021, 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 2021, 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 2021, is amended by striking  
2 the section and inserting in lieu thereof the following:

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

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

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

17     Sec. 17. Section 20.31, subsection 2, unnumbered paragraph  
18 1, Code 2021, 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 2021, 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 2021, is amended  
3 by striking the subsection.

4 Sec. 20. Section 70A.17A, Code 2021, 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 2021, 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 2021, 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 2021, 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 2021, 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 2021,  
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, 2021,  
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 2021, as of the effective date of this Act.

28 2. Notwithstanding section 20.15, subsection 1, paragraph  
29 "c", Code 2021, 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 2021, 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 2021, 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 2021, 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 2021, 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 2021, 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 2021, 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 2021, 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 2021, 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 2021, 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 2021, 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 2021, 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 2021, 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 2021, 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 2021, 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 2021, 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 2021, 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 2021, 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 2021, 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 CITY CIVIL SERVICE REQUIREMENTS

5 Sec. 50. Section 400.12, subsection 4, Code 2021, is amended  
6 by striking the subsection.

7 Sec. 51. Section 400.17, subsection 4, Code 2021, is amended  
8 to read as follows:

9 4. A person shall not be appointed, denied appointment,  
10 promoted, ~~removed~~, discharged, ~~suspended~~, or demoted to or  
11 from a civil service position or in any other way favored or  
12 discriminated against in that position because of political  
13 or religious opinions or affiliations, race, national origin,  
14 sex, or age, or in retaliation for the exercise of any right  
15 enumerated in **this chapter**. However, the maximum age for a  
16 police officer or fire fighter covered by **this chapter** and  
17 employed for police duty or the duty of fighting fires is  
18 sixty-five years of age.

19 Sec. 52. Section 400.18, Code 2021, is amended by striking  
20 the section and inserting in lieu thereof the following:

21 **400.18 Removal, demotion, or suspension.**

22 1. A person holding civil service rights as provided in  
23 this chapter shall not be removed, demoted, or suspended  
24 arbitrarily, except as otherwise provided in this chapter, but  
25 may be removed, demoted, or suspended after a hearing by a  
26 majority vote of the civil service commission, for neglect of  
27 duty, disobedience, misconduct, or failure to properly perform  
28 the person's duties.

29 2. The party alleging neglect of duty, disobedience,  
30 misconduct, or failure to properly perform a duty shall have  
31 the burden of proof.

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

35 Sec. 53. Section 400.19, Code 2021, is amended to read as

1 follows:

2     **400.19** ~~Removal, or discharge, demotion, or suspension of~~  
3 ~~subordinates.~~

4     The person having the appointing power as provided in  
5 this chapter, or the chief of police or chief of the fire  
6 department, may, ~~upon presentation of grounds for such action~~  
7 ~~to the subordinate in writing, peremptorily remove, discharge,~~  
8 ~~demote, or suspend,~~ demote, or discharge a subordinate then  
9 under the person's or chief's direction ~~due to any act or~~  
10 ~~failure to act by the employee that is in contravention of law,~~  
11 ~~city policies, or standard operating procedures, or that in~~  
12 ~~the judgment of the person or chief is sufficient to show that~~  
13 ~~the employee is unsuitable or unfit for employment~~ for neglect  
14 of duty, disobedience of orders, misconduct, or failure to  
15 properly perform the subordinate's duties.

16     Sec. 54. Section 400.20, Code 2021, is amended to read as  
17 follows:

18     **400.20** **Appeal.**

19     The ~~removal, discharge~~ suspension, demotion, or ~~suspension~~  
20 discharge of a person holding civil service rights may be  
21 appealed to the civil service commission within fourteen  
22 calendar days after the ~~removal, discharge~~ suspension,  
23 ~~demotion, or suspension~~ discharge.

24     Sec. 55. Section 400.21, Code 2021, is amended to read as  
25 follows:

26     **400.21** **Notice of appeal.**

27     If the appeal be taken by the person ~~removed, discharged~~  
28 suspended, demoted, or ~~suspended~~ discharged, notice of the  
29 appeal, signed by the appellant and specifying the ruling  
30 appealed from, shall be filed with the clerk of the commission.  
31 If the appeal is taken by the person making such ~~removal,~~  
32 ~~discharge~~ suspension, demotion, or ~~suspension~~ discharge, such  
33 notice shall also be served upon the person ~~removed, discharged~~  
34 suspended, demoted, or ~~suspended~~ discharged.

35     Sec. 56. Section 400.22, Code 2021, is amended to read as

1 follows:

2 **400.22 Charges.**

3 Within fourteen calendar days from the service of the notice  
4 of appeal, the person or body making the ruling appealed  
5 from shall file with the body to which the appeal is taken a  
6 written specification of the charges and grounds upon which the  
7 ruling was based. If the charges are not filed, the person  
8 ~~removed, suspended or discharged, demoted, or suspended~~ may  
9 present the matter to the body to whom the appeal is to be  
10 taken by affidavit, setting forth the facts, and the body to  
11 whom the appeal is to be taken shall immediately enter an  
12 order reinstating the person ~~removed, suspended or discharged,~~  
13 ~~demoted, or suspended~~ for want of prosecution.

14 Sec. 57. Section 400.27, subsection 3, Code 2021, is amended  
15 to read as follows:

16 3. The city or any civil service employee shall have a  
17 right to appeal to the district court from the final ruling or  
18 decision of the civil service commission. The appeal shall be  
19 taken within thirty days from the filing of the formal decision  
20 of the commission. The district court of the county in which  
21 the city is located shall have full jurisdiction of the appeal.  
22 ~~The scope of review for the appeal shall be limited to de novo~~  
23 ~~appellate review without a trial or additional evidence~~ The  
24 appeal shall be a trial de novo as an equitable action in the  
25 district court.

26 Sec. 58. Section 400.28, Code 2021, is amended by striking  
27 the section and inserting in lieu thereof the following:

28 **400.28 Employees — number diminished.**

29 1. When the public interest requires a diminution of  
30 employees in a classification or grade under civil service,  
31 the city council, acting in good faith, may do either of the  
32 following:

33 a. Abolish the office and remove the employee from the  
34 employee's classification or grade thereunder.

35 b. Reduce the number of employees in any classification or

1 grade by suspending the necessary number.

2 2. In case it thus becomes necessary to so remove or suspend  
3 any such employees, the persons so removed or suspended shall  
4 be those having seniority of the shortest duration in the  
5 classifications or grades affected, and such seniority shall be  
6 computed as provided in section 400.12 for all persons holding  
7 seniority in the classification or grade affected, regardless  
8 of their seniority in any other classification or grade, but  
9 any such employee so removed from any classification or grade  
10 shall revert to the employee's seniority in the next lower  
11 grade or classification; if such seniority is equal, then the  
12 one less efficient and competent as determined by the person or  
13 body having the appointing power shall be the one affected.

14 3. In case of removal or suspension, the civil service  
15 commission shall issue to each person affected one certificate  
16 showing the person's comparative seniority or length of service  
17 in each of the classifications or grades from which the person  
18 is so removed and the fact that the person has been honorably  
19 removed. The certificate shall also list each classification  
20 or grade in which the person was previously employed. The  
21 person's name shall be carried for a period of not less than  
22 three years after the suspension or removal on a preferred list  
23 and appointments or promotions made during that period to the  
24 person's former duties in the classification or grade shall  
25 be made in the order of greater seniority from the preferred  
26 lists.

27 Sec. 59. SENIORITY RIGHTS REESTABLISHED. The seniority  
28 rights of any civil service employee extinguished pursuant  
29 to section 400.12, subsection 4, Code 2021, are hereby  
30 reestablished, including accrual of seniority during the period  
31 of extinguishment.

32 Sec. 60. EFFECTIVE DATE. This division of this Act, being  
33 deemed of immediate importance, takes effect upon enactment.

34 Sec. 61. APPLICABILITY. This division of this Act applies  
35 to employment actions taken on or after the effective date of

1 this division of this Act.

2 EXPLANATION

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

5 This bill relates to employment matters involving public  
6 employees including collective bargaining, educator employment  
7 matters, and city civil service requirements. The bill  
8 generally strikes statutory changes made by 2017 Iowa Acts,  
9 House File 291, and restores statutory language in effect prior  
10 to the enactment of 2017 Iowa Acts, House File 291.

11 DIVISION I — PUBLIC EMPLOYEE COLLECTIVE BARGAINING.

12 This division makes a variety of changes to Code chapter  
13 20, the public employment relations Act, as well as other  
14 Code provisions relating to collective bargaining by public  
15 employees.

16 ELIMINATION OF PUBLIC SAFETY AND TRANSIT EMPLOYEE  
17 CATEGORIES. The division eliminates public safety employees  
18 and transit employees as separate categories of employees for  
19 the purposes of public employee collective bargaining, making  
20 affected provisions of Code chapter 20 applicable to all public  
21 employees governed by Code chapter 20.

22 SCOPE OF NEGOTIATIONS. The division makes changes to  
23 subjects which are negotiated through collective bargaining  
24 between public employers and public employees under Code  
25 section 20.9.

26 The division provides that the scope of negotiations for all  
27 public employees shall include but not be limited to wages,  
28 hours, vacations, insurance, holidays, leaves of absence,  
29 shift differentials, overtime compensation, supplemental pay,  
30 seniority, transfer procedures, job classifications, health and  
31 safety matters, evaluation procedures, procedures for staff  
32 reduction, in-service training, preparation time, class size,  
33 discipline and discharge, work uniforms and equipment and  
34 other required work clothing and equipment, staffing levels,  
35 retirement systems not otherwise excluded, dues checkoff,

1 grievance procedures for resolving any questions arising under  
2 the agreement, and other terms and conditions of employment not  
3 otherwise excluded.

4 The division provides that all retirement systems  
5 established by statute except for pension and annuity  
6 retirement systems established under Code chapter 412 and  
7 except for supplemental and additional retirement benefits  
8 shall be excluded under the scope of negotiations. The  
9 division provides that discharge for teachers who are employed  
10 pursuant to Code chapter 279 shall be excluded under the scope  
11 of negotiations.

12 The division strikes language providing that mandatory  
13 subjects of negotiation under Code section 20.9 shall be  
14 interpreted narrowly and restrictively. The division strikes  
15 language limiting the term of a collective bargaining agreement  
16 entered into pursuant to Code chapter 20 to a maximum of five  
17 years.

18 ARBITRATION PROCEDURES. The division makes changes to the  
19 procedures for arbitration of impasses in collective bargaining  
20 between public employers and public employees under Code  
21 section 20.22.

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



1 operations.

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

5 The division strikes language prohibiting the parties to an  
6 arbitration from introducing, and the arbitrator from accepting  
7 or considering, any direct or indirect evidence regarding any  
8 subject excluded from negotiations pursuant to Code section  
9 20.9.

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

12 PUBLIC EMPLOYEE ELECTIONS. The division makes changes to  
13 public employee elections conducted pursuant to Code section  
14 20.15.

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

26 The division provides that the outcome of a certification  
27 or decertification election is determined by a majority vote  
28 of the members of the bargaining unit voting, rather than the  
29 total membership of the bargaining unit. The division provides  
30 for a runoff election if none of the choices on the ballot in a  
31 certification election receives a majority vote of the members  
32 of the bargaining unit voting.

33 The division lowers the required percentage of support  
34 from employees in a bargaining unit required for an employee  
35 organization that did not submit a petition for certification

1 as the exclusive bargaining representative of a bargaining unit  
2 to be listed on the ballot for a certification election from 30  
3 percent to 10 percent.

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

18 EMPLOYEE ORGANIZATION DUES. The division strikes a  
19 prohibition on public entities authorizing or administering  
20 a deduction from the salaries or wages of its employees for  
21 membership dues to an employee organization. The division  
22 provides procedures for administering such dues deductions.

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

25 The division strikes language permitting the PERB to  
26 appoint a certified shorthand reporter to report state employee  
27 grievance and discipline resolution proceedings, to contract  
28 with a vendor to conduct elections, to establish fees to cover  
29 the cost of elections, and to retain certain funds collected by  
30 the PERB as repayment receipts.

31 STATEWIDE COLLECTIVE BARGAINING AGREEMENTS FOLLOWING A  
32 GUBERNATORIAL ELECTION YEAR. The division strikes language  
33 providing for modified collective bargaining procedures for a  
34 proposed, statewide collective bargaining agreement to become  
35 effective in the year following a general election in which the

1 governor and certain other elected officials are elected.

2 CONFIDENTIAL RECORDS. The division strikes language  
3 providing that certain information relating to elections  
4 conducted by the PERB is a confidential record under Code  
5 chapter 22, the state open records law.

6 MISCELLANEOUS PROVISIONS RELATING TO PUBLIC EMPLOYEE  
7 COLLECTIVE BARGAINING. The division strikes a definition of  
8 "supplemental pay".

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

17 The division transfers language in Code section 20.10  
18 prohibiting a public employee or any employee organization  
19 from negotiating or attempting to negotiate directly with a  
20 member of the governing board of a public employer if the  
21 public employer has appointed or authorized a bargaining  
22 representative for the purpose of bargaining with the public  
23 employees or their representative to Code section 20.17.

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

28 The division strikes language prohibiting voluntary  
29 contributions by individuals to political parties or candidates  
30 through payroll deductions.

31 The division strikes a requirement that a copy of a final  
32 collective bargaining agreement be filed with the PERB by  
33 the public employer within 10 days of the agreement being  
34 entered into. The division strikes a requirement that the  
35 PERB maintain an internet site that allows searchable access

1 to a database of collective bargaining agreements and other  
2 collective bargaining information.

3 The division changes the period before retirement for a  
4 prohibited voluntary reduction to a nonsupervisory rank or  
5 grade by a supervisor and related ineligibility for benefits  
6 from 36 months to six months.

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

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

18 The division makes additional conforming changes.

19 **TRANSITION PROVISIONS — DEADLINE.** The division requires  
20 parties, mediators, and arbitrators engaging in any collective  
21 bargaining procedures provided for in Code chapter 20, Code  
22 2021, who have not, before the effective date of the division,  
23 completed such procedures, to immediately terminate any such  
24 procedures in process as of the effective date of the division.  
25 The division provides that a collective bargaining agreement  
26 negotiated pursuant to such procedures in process shall not  
27 become effective. The division prohibits parties, mediators,  
28 and arbitrators from engaging in further collective bargaining  
29 procedures except as provided in the division. The division  
30 requires such parties to commence collective bargaining in  
31 accordance with Code section 20.17, as amended by the division.  
32 The division requires such parties to complete such bargaining  
33 not later than June 30, 2021, unless the parties mutually agree  
34 to a different deadline.

35 The division requires the PERB to adopt emergency rules to

1 implement these requirements. The division also requires the  
2 department of administrative services to adopt emergency rules  
3 to implement the provisions of the division relating to dues  
4 deductions.

5 EFFECTIVE DATE AND APPLICABILITY PROVISIONS. The division  
6 takes effect upon enactment.

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

19 DIVISION II — EDUCATOR EMPLOYMENT MATTERS. This division  
20 makes a variety of changes relating to educator employment  
21 matters.

22 TERMINATION OF TEACHER EMPLOYMENT CONTRACTS. The division  
23 makes various changes relating to the termination of teacher  
24 employment contracts.

25 The division shortens various procedural deadlines  
26 regarding private hearings held after a superintendent  
27 recommends termination of a teacher's employment contract.  
28 The division makes participation in such a private hearing  
29 by the superintendent, the superintendent's designated  
30 representatives, the teacher's immediate supervisor, the  
31 teacher, and the teacher's representatives mandatory on the  
32 part of those individuals instead of discretionary. The  
33 division requires that the school board employ a certified  
34 shorthand reporter to keep a record of a private hearing.  
35 The division requires the school board to issue subpoenas

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

16 TEACHER PROBATIONARY PERIODS. The division makes various  
17 changes relating to probationary employment of teachers.

18 The division decreases from two years to one year the  
19 length of a teacher's probationary employment period in a  
20 school district if the teacher has successfully completed a  
21 probationary period of employment for another school district  
22 located in Iowa.

23 The division provides that requirements for notices of  
24 termination, private hearings, and appeals applicable to  
25 nonprobationary teachers whose employment contracts are  
26 terminated are applicable to probationary teachers whose  
27 employment contracts are terminated. The division strikes  
28 alternative procedures for the termination of employment  
29 contracts of such probationary teachers, including notification  
30 procedures and the opportunity to request a private conference  
31 with the school board.

32 EXTRACURRICULAR INTERSCHOLASTIC ATHLETIC COACH CONTRACTS.  
33 The division makes various changes relating to extracurricular  
34 interscholastic athletic coach employment contracts.

35 The division provides that wages for such coaches shall be

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

12 SCHOOL ADMINISTRATOR EMPLOYMENT MATTERS. The division makes  
13 various changes relating to school administrator employment  
14 matters.

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

18 The division strikes language authorizing a school board to  
19 issue a temporary employment contract to an administrator for  
20 a period of up to nine months.

21 The division strikes language authorizing a school board to  
22 issue a one-year, nonrenewable employment contract and instead  
23 authorizes a school board considering the termination of an  
24 administrator's contract and the administrator to mutually  
25 agree to enter into such a contract.

26 The division decreases the probationary employment period  
27 for administrators from three years to two years and authorizes  
28 a school board to waive the probationary period for an  
29 administrator who previously served a probationary period in  
30 another school district.

31 The division strikes language providing that a hearing  
32 before an administrative law judge requested by an  
33 administrator whose employment contract a school board is  
34 considering terminating shall be a private hearing. The  
35 division reduces certain procedural deadlines relating to such

1 hearings. The division strikes language providing that any  
2 witnesses for the parties at the hearing shall be sequestered.  
3 The division requires that the decision of the board include  
4 findings of fact and conclusions of law. The division strikes  
5 language authorizing a school board which votes to continue an  
6 administrator's contract to issue the administrator a one-year,  
7 nonrenewable contract.

8 INTENSIVE ASSISTANCE PROGRAMS. The division makes various  
9 changes relating to intensive assistance programs.

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

29 MISCELLANEOUS PROVISIONS RELATING TO EDUCATOR EMPLOYMENT  
30 MATTERS. The division strikes language authorizing a school  
31 board to issue a temporary employment contract to a teacher for  
32 a period of up to six months.

33 The division strikes language providing that just cause  
34 for which a teacher may be discharged at any time during the  
35 contract year under Code section 279.27 includes but is not



1 limited to a violation of the code of professional conduct  
2 and ethics of the board of educational examiners if the board  
3 has taken disciplinary action against a teacher during the  
4 six months following issuance by the board of a final written  
5 decision and finding of fact after a disciplinary proceeding.

6 The division either authorizes or requires a school board  
7 and its certified bargaining representative to negotiate  
8 various matters pursuant to Code chapter 20.

9 The division makes additional conforming changes.

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

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

26 DIVISION III — CITY CIVIL SERVICE REQUIREMENTS. This  
27 division makes a variety of changes relating to city civil  
28 service requirements under Code chapter 400.

29 SENIORITY RIGHTS. The division strikes language permitting  
30 a city council to extinguish statutory seniority rights of  
31 all city civil service employees who are not employed or  
32 appointed as a fire fighter or police officer, fire chief or  
33 police chief, or assistant fire chief or assistant police  
34 chief, unless otherwise provided in a collective bargaining  
35 agreement. The division reestablishes any such rights so

1 extinguished, including accrual of seniority during the period  
2 of extinguishment.

3 ADVERSE EMPLOYMENT ACTIONS — GROUNDS AND PROCEDURES. The  
4 division provides that adverse employment action may be taken  
5 against a city civil service employee for neglect of duty,  
6 disobedience, misconduct, or failure to properly perform the  
7 person's duties. The division strikes language permitting such  
8 action to be taken due to any act or failure to act by the  
9 employee that is in contravention of law, city policies, or  
10 standard operating procedures, or that in the judgment of the  
11 person having appointing power for the employee, or the chief  
12 of police or chief of the fire department, is sufficient to  
13 show that the employee is unsuitable or unfit for employment.

14 The division strikes language providing that the scope of  
15 review for an appeal to district court from a civil service  
16 commission shall be limited to de novo appellate review without  
17 a trial or additional evidence, instead providing that the  
18 appeal shall be a trial de novo as an equitable action.

19 DIMINUTION OF EMPLOYEES. The division provides that a  
20 diminution of city employees by a city council can only be  
21 implemented when the public interest requires. The division  
22 permits a diminution to be carried out either by abolishing  
23 an office and removing the employee from the employee's  
24 classification or grade thereunder, or reducing the number of  
25 employees in any classification or grade by suspending the  
26 necessary number. The division provides for such removal to be  
27 carried out based on seniority and requires that employees so  
28 removed be placed on a preferred list for at least three years  
29 for purposes of appointments or promotions made during that  
30 period to the person's former duties.

31 MISCELLANEOUS PROVISIONS. The division makes changes in  
32 terminology relating to adverse employment actions for city  
33 civil service employees.

34 The division makes additional conforming changes.

35 EFFECTIVE DATE AND APPLICABILITY PROVISIONS. The division

1 takes effect upon enactment.

2 The division applies to employment actions taken on or after

3 the effective date of the division.