

Senate File 263 - Introduced

SENATE FILE 263

BY DONAHUE, BENNETT, DOTZLER,
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TOWNSEND, and ZIMMER

A BILL FOR

1 An Act relating to employment matters involving public employees
2 including collective bargaining, educator employment matters,
3 and city civil service requirements, and including effective
4 date, applicability, and transition provisions.

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

unofficial

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DIVISION I

PUBLIC EMPLOYEE COLLECTIVE BARGAINING

Section 1. Section 20.3, subsections 11 and 13, Code 2025, are amended by striking the subsections.

Sec. 2. Section 20.6, subsection 1, Code 2025, is amended to read as follows:

1. ~~Administer~~ Interpret, apply, and administer the provisions of this chapter and delegate the powers and duties of the board to persons employed by the board, as appropriate.

Sec. 3. Section 20.6, subsections 6 and 7, Code 2025, are amended by striking the subsections.

Sec. 4. Section 20.7, subsection 2, Code 2025, 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 2025, is amended by striking the subsection.

Sec. 6. Section 20.9, Code 2025, 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 wages, hours, vacations, insurance, holidays, leaves of absence, shift differentials, overtime compensation, supplemental pay, seniority, transfer procedures, job classifications, health and safety matters, evaluation procedures, procedures for staff reduction, in-service training, and other matters mutually agreed upon. Negotiations shall also include terms authorizing dues checkoff for members of the employee organization and grievance procedures for resolving any questions arising under the agreement, which shall be embodied in a written agreement and signed by the parties. If an agreement provides for dues checkoff, a member's dues may be checked off only upon the member's written request and the member

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

5 2. 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 3. All retirement systems shall be excluded from the scope of
16 negotiations.

17 Sec. 7. Section 20.10, subsection 3, paragraph j, Code 2025,
18 is amended by striking the paragraph.

19 Sec. 8. Section 20.12, subsection 5, Code 2025, is amended to
20 read as follows:

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

35 Sec. 9. Section 20.15, Code 2025, is amended by striking the

1 section and inserting in lieu thereof the following:

2 **20.15 Elections.**

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

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

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

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

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

35 6. a. A petition for certification as exclusive bargaining

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

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

27 c. A collective bargaining agreement with the state, its
28 boards, commissions, departments, and agencies shall be for two
29 years. The provisions of a collective bargaining agreement or
30 arbitrator's award affecting state employees shall not provide
31 for renegotiations which would require the refinancing of salary
32 and fringe benefits for the second year of the term of the
33 agreement, except as provided in section 20.17, subsection 6.
34 The effective date of any such agreement shall be July 1 of
35 odd-numbered years, provided that if an exclusive bargaining

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

8 Sec. 10. Section 20.17, subsection 8, Code 2025, is amended
9 by striking the subsection and inserting in lieu thereof the
10 following:

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

17 Sec. 11. Section 20.17, Code 2025, is amended by adding the
18 following new subsection:

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

27 Sec. 12. Section 20.22, subsections 2, 3, 7, 9, and 10, Code
28 2025, are amended to read as follows:

29 2. Each party shall serve its final offer on each of the
30 impasse items upon the other party within four days of the
31 board's receipt of the request for arbitration, ~~or by a deadline~~
32 ~~otherwise agreed upon by the parties.~~ The parties may continue
33 to negotiate all offers until an agreement is reached or an award
34 is rendered by the arbitrator. The full costs of arbitration
35 under this section shall be shared equally by the parties to the

1 dispute.

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

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

13 a. Past collective bargaining contracts between the parties
14 including the bargaining that led up to such contracts.

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

19 c. The interests and welfare of the public, the ability of
20 the public employer to finance economic adjustments, and the
21 effect of such adjustments on the normal standard of services.

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

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

31 ~~b. Except as required for purposes of the consideration of~~
32 ~~the factors specified in subsection 7, paragraphs "a" through~~
33 ~~"c", and subsection 8, paragraph "a", subparagraphs (1) through~~
34 ~~(3), the parties shall not introduce, and the arbitrator shall~~
35 ~~not accept or consider, any direct or indirect evidence regarding~~

~~1 any subject excluded from negotiations pursuant to section 20.9.~~

2 10. ~~α.~~ The arbitrator shall select within fifteen days after
3 the hearing the most reasonable offer, in the arbitrator's
4 judgment, of the final offers on each impasse item submitted by
5 the parties.

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

12 ~~(a) Three percent.~~

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

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

29 Sec. 13. Section 20.22, subsection 8, Code 2025, is amended
30 by striking the subsection.

31 Sec. 14. Section 20.26, subsection 4, Code 2025, is amended
32 to read as follows:

33 4. Nothing in this section shall be construed to prohibit
34 voluntary contributions by individuals to political parties or
35 candidates, provided that such contributions are not made through

1 ~~payroll deductions.~~

2 Sec. 15. Section 20.29, Code 2025, is amended to read as
3 follows:

4 **20.29 Filing agreement — public access — ~~internet site.~~**

5 ~~1. Collective bargaining agreements shall be in writing and
6 shall be signed by the parties.~~

7 ~~2. A copy of a collective bargaining agreement entered into
8 between a public employer and a certified employee organization
9 and made final under this chapter shall be filed with the board
10 by the public employer within ten days of the date on which the
11 agreement is entered into.~~

12 ~~3. Copies of collective bargaining agreements entered
13 into between the state and the state employees' bargaining
14 representatives and made final under this chapter shall be filed
15 with the secretary of state and be made available to the public
16 at cost.~~

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

20 Sec. 16. Section 20.30, Code 2025, is amended by striking the
21 section and inserting in lieu thereof the following:

22 **20.30 Supervisory member — no reduction before retirement.**

23 1. A supervisory member of any department or agency employed
24 by the state of Iowa shall not be granted a voluntary reduction
25 to a nonsupervisory rank or grade during the six months preceding
26 retirement of the member. A member of any department or agency
27 employed by the state of Iowa who retires in less than six months
28 after voluntarily requesting and receiving a reduction in rank
29 or grade from a supervisory to a nonsupervisory position shall
30 be ineligible for a benefit to which the member is entitled as
31 a nonsupervisory member but is not entitled as a supervisory
32 member.

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

1 Sec. 17. Section 20.31, subsection 2, unnumbered paragraph 1,
2 Code 2025, is amended to read as follows:

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

13 Sec. 18. Section 22.7, subsection 69, Code 2025, is amended
14 to read as follows:

15 69. The evidence of public employee support for the
16 certification, ~~retention and recertification,~~ or decertification
17 of an employee organization as defined in section 20.3 that is
18 submitted to the employment appeal board as provided in section
19 20.14 or 20.15.

20 Sec. 19. Section 22.7, subsection 70, Code 2025, is amended
21 by striking the subsection.

22 Sec. 20. Section 70A.17A, Code 2025, is amended by adding the
23 following new subsection:

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

26 Sec. 21. Section 70A.19, Code 2025, is amended by striking
27 the section and inserting in lieu thereof the following:

28 **70A.19 Duration of state payroll deduction for dues of**
29 **employee organization member.**

30 A state employee who elects a payroll deduction for membership
31 dues to an employee organization pursuant to the provisions
32 of a collective bargaining agreement negotiated under the
33 provisions of chapter 20 shall maintain the deduction for a
34 period of one year or until the expiration of the collective
35 bargaining agreement, whichever occurs first. A state employee

1 who transfers employment to a position covered by a different
2 collective bargaining agreement or who becomes a management
3 employee is not subject to this requirement. With respect
4 to state employees, this section supersedes the provisions of
5 section 20.9 allowing termination of a dues checkoff at any time
6 but does not supersede the requirement for thirty days' written
7 notice of termination.

8 Sec. 22. Section 412.2, subsection 1, Code 2025, is amended
9 to read as follows:

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

22 Sec. 23. Section 602.1401, subsection 3, paragraph b, Code
23 2025, is amended to read as follows:

24 b. For purposes of chapter 20, the certified representative,
25 which on July 1, 1983, represents employees who become judicial
26 branch employees as a result of 1983 Iowa Acts, ch. 186, shall
27 remain the certified representative when the employees become
28 judicial branch employees and thereafter, unless the public
29 employee organization is ~~not retained and recertified or is~~
30 decertified in an election held under section 20.15 or amended or
31 absorbed into another certified organization pursuant to chapter
32 20. Collective bargaining negotiations shall be conducted
33 on a statewide basis and the certified employee organizations
34 which engage in bargaining shall negotiate on a statewide
35 basis, although bargaining units shall be organized by judicial

1 district. The employment appeal board shall adopt rules pursuant
2 to chapter 17A to implement this subsection.

3 Sec. 24. REPEAL. Sections 20.32 and 20.33, Code 2025, are
4 repealed.

5 Sec. 25. TRANSITION PROCEDURES — DEADLINE — EMERGENCY
6 RULES.

7 1. As of the effective date of this division of this Act,
8 parties, mediators, and arbitrators engaging in any collective
9 bargaining procedures provided for in chapter 20, Code 2025, who
10 have not, before the effective date of this division of this
11 Act, completed such procedures, shall immediately terminate any
12 such procedures in process. A collective bargaining agreement
13 negotiated pursuant to such procedures in process shall not
14 become effective. Parties, mediators, and arbitrators shall
15 not engage in further collective bargaining procedures except as
16 provided in this section. Such parties shall commence collective
17 bargaining in accordance with section 20.17, as amended in
18 this division of this Act. Such parties shall complete such
19 bargaining not later than June 30, 2025, unless the parties
20 mutually agree to a different deadline.

21 2. The employment appeal board shall adopt emergency rules
22 under section 17A.4, subsection 3, and section 17A.5, subsection
23 2, paragraph "b", to provide for procedures as deemed necessary
24 to implement the provisions of this section within five business
25 days of the effective date of this Act and shall submit
26 such rules to the administrative rules coordinator and the
27 administrative code editor pursuant to section 17A.5, subsection
28 1, within the same period. The rules shall be effective
29 immediately upon filing unless a later date is specified in
30 the rules. Such rules shall include but are not limited to
31 alternative deadlines for completion of the procedures provided
32 in sections 20.17 and 20.22, as amended by this division of this
33 Act, and sections 20.19 and 20.20, which deadlines may be waived
34 by mutual agreement of the parties.

35 3. The department of administrative services shall adopt

1 emergency rules under section 17A.4, subsection 3, and section
2 17A.5, subsection 2, paragraph "b", to provide for the
3 implementation of section 70A.19, as amended by this division
4 of this Act within five business days of the effective date
5 of this Act and shall submit such rules to the administrative
6 rules coordinator and the administrative code editor pursuant to
7 section 17A.5, subsection 1, within the same period. The rules
8 shall be effective immediately upon filing unless a later date is
9 specified in the rules.

10 Sec. 26. ELECTIONS — DIRECTIVES TO EMPLOYMENT APPEAL
11 BOARD.

12 1. The employment appeal board shall cancel any elections
13 scheduled or in process pursuant to section 20.15, subsection 2,
14 Code 2025, as of the effective date of this Act.

15 2. Notwithstanding section 20.15, subsection 1, paragraph
16 "c", Code 2025, the employment appeal board shall consider a
17 petition for certification of an employee organization as the
18 exclusive representative of a bargaining unit for which an
19 employee organization was not retained and recertified as the
20 exclusive representative of that bargaining unit regardless of
21 the amount of time that has elapsed since the retention and
22 recertification election at which an employee organization was
23 not retained or recertified.

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

26 Sec. 28. APPLICABILITY. With the exception of the section
27 of this division of this Act amending section 20.6, subsection
28 1, this division of this Act does not apply to collective
29 bargaining agreements which have been ratified in a ratification
30 election referred to in section 20.17, subsection 4, for which
31 an arbitrator has made a final determination as described in
32 section 20.22, subsection 11, or which have become effective,
33 when such events occurred before the effective date of this
34 division of this Act. This division of this Act applies to
35 all collective bargaining procedures provided for in chapter

1 20 occurring on and after the effective date of this division
2 of this Act and collective bargaining agreements for which a
3 ratification election referred to in section 20.17, subsection
4 4, is held, for which an arbitrator makes a final determination
5 as described in section 20.22, subsection 11, or which become
6 effective on or after the effective date of this division of this
7 Act.

8 DIVISION II

9 EDUCATOR EMPLOYMENT MATTERS

10 Sec. 29. Section 279.13, subsections 2 and 5, Code 2025, are
11 amended to read as follows:

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

29 5. Notwithstanding the other provisions of this section, a
30 temporary contract may be issued to a teacher ~~for a period of~~
31 ~~up to six months. Notwithstanding the other provisions of this~~
32 ~~section, a temporary contract may also be issued to a teacher~~
33 to fill a vacancy created by a leave of absence in accordance
34 with the provisions of section 29A.28, which contract shall
35 automatically terminate upon return from military leave of the

1 former incumbent of the teaching position. ~~Temporary contracts~~
2 and which contract shall not be subject to the provisions of
3 sections 279.15 through 279.19, or section 279.27. A separate
4 extracurricular contract issued pursuant to section 279.19A to
5 a person issued a temporary contract under this section shall
6 automatically terminate with the termination of the temporary
7 contract as required under section 279.19A, subsection 8.

8 Sec. 30. Section 279.13, subsection 4, unnumbered paragraph
9 1, Code 2025, is amended to read as follows:

10 For purposes of this section, sections 279.14, 279.15, ~~279.16~~
11 through 279.17, 279.19, and 279.27, unless the context otherwise
12 requires, "teacher" includes the following individuals employed
13 by a community college:

14 Sec. 31. Section 279.14, Code 2025, is amended to read as
15 follows:

16 **279.14 Evaluation criteria and procedures.**

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

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

35 Sec. 32. Section 279.15, subsection 2, paragraph c, Code

1 2025, is amended to read as follows:

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

21 Sec. 33. Section 279.16, Code 2025, is amended by striking
 22 the section and inserting in lieu thereof the following:

23 **279.16 Private hearing — decision — record.**

24 1. The participants at the private hearing shall be at
 25 least a majority of the members of the board, their legal
 26 representatives, if any, the superintendent, the superintendent's
 27 designated representatives, if any, the teacher's immediate
 28 supervisor, the teacher, the teacher's representatives, if any,
 29 and the witnesses for the parties. The evidence at the private
 30 hearing shall be limited to the specific reasons stated in the
 31 superintendent's notice of recommendation of termination. No
 32 participant in the hearing shall be liable for any damages to
 33 any person if any statement at the hearing is determined to be
 34 erroneous as long as the statement was made in good faith. The
 35 superintendent shall present evidence and argument on all issues

1 involved and the teacher may cross-examine, respond and present
2 evidence and argument in the teacher's behalf relevant to all
3 issues involved. Evidence may be by stipulation of the parties
4 and informal settlement may be made by stipulation, consent, or
5 default or by any other method agreed upon by the parties in
6 writing. The board shall employ a certified shorthand reporter
7 to keep a record of the private hearing. The proceedings or
8 any part thereof shall be transcribed at the request of either
9 party with the expense of transcription charged to the requesting
10 party.

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

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

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

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

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

14 7. Within five days after the private hearing, the board
15 shall, in executive session, meet to make a final decision
16 upon the recommendation and the evidence as herein provided.
17 The board shall also consider any written brief and arguments
18 submitted by the superintendent and the teacher.

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

20 a. All pleadings, motions and intermediate rulings.

21 b. All evidence received or considered and all other
22 submissions.

23 c. A statement of all matters officially noticed.

24 d. All questions and offers of proof, objections, and rulings
25 thereon.

26 e. All findings and exceptions.

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

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

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

1 10. When the board has reached a decision, opinion, or
2 conclusion, it shall convene in open meeting and by roll call
3 vote determine the continuance or discontinuance of the teacher's
4 contract and, if the board votes to continue the teacher's
5 contract, whether to suspend the teacher with or without pay
6 for a period specified by the board. The record of the private
7 conference and findings of fact and exceptions shall be exempt
8 from the provisions of chapter 22. The secretary of the board
9 shall immediately mail notice of the board's action to the
10 teacher.

11 Sec. 34. NEW SECTION. **279.17 Appeal by teacher to**
12 **adjudicator.**

13 1. If the teacher is no longer a probationary teacher, the
14 teacher may, within ten days, appeal the determination of the
15 board to an adjudicator by filing a notice of appeal with the
16 secretary of the board. The notice of appeal shall contain
17 a concise statement of the action which is the subject of the
18 appeal, the particular board action appealed from, the grounds on
19 which relief is sought and the relief sought.

20 2. Within five days following receipt by the secretary of the
21 notice of appeal, the board or the board's legal representative,
22 if any, and the teacher or the teacher's representative, if
23 any, may select an adjudicator who resides within the boundaries
24 of the merged area in which the school district is located.
25 If an adjudicator cannot be mutually agreed upon within the
26 five-day period, the secretary shall notify the chairperson of
27 the employment appeal board by transmitting the notice of appeal,
28 and the chairperson of the employment appeal board shall within
29 five days provide a list of five adjudicators to the parties.
30 Within three days from receipt of the list of adjudicators, the
31 parties shall select an adjudicator by alternately removing a
32 name from the list until only one name remains. The person
33 whose name remains shall be the adjudicator. The parties shall
34 determine by lot which party shall remove the first name from the
35 list submitted by the chairperson of the employment appeal board.

1 The secretary of the board shall inform the chairperson of the
2 employment appeal board of the name of the adjudicator selected.

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

6 4. a. Within thirty days after filing the notice of appeal,
7 or within further time allowed by the adjudicator, the board
8 shall transmit to the adjudicator the original or a certified
9 copy of the entire record of the private hearing which may be
10 the subject of the petition. By stipulation of the parties to
11 review the proceedings, the record of the case may be shortened.
12 The adjudicator may require or permit subsequent corrections or
13 additions to the shortened record.

14 b. The record certified and filed by the board shall be the
15 record upon which the appeal shall be heard and no additional
16 evidence shall be heard by the adjudicator. In such appeal to
17 the adjudicator, especially when considering the credibility of
18 witnesses, the adjudicator shall give weight to the fact findings
19 of the board but shall not be bound by them.

20 5. Before the date set for hearing a petition for review
21 of board action, which shall be within ten days after receipt
22 of the record unless otherwise agreed or unless the adjudicator
23 orders additional evidence be taken before the board, application
24 may be made to the adjudicator for leave to present evidence in
25 addition to that found in the record of the case. If it is shown
26 to the adjudicator that the additional evidence is material and
27 that there were good reasons for failure to present it in the
28 private hearing before the board, the adjudicator may order that
29 the additional evidence be taken before the board upon conditions
30 determined by the adjudicator. The board may modify its findings
31 and decision in the case by reason of the additional evidence
32 and shall file that evidence and any modifications, new findings,
33 or decisions, with the adjudicator and mail copies of the new
34 findings or decisions to the teacher.

35 6. The adjudicator may affirm board action or remand to the

1 board for further proceedings. The adjudicator shall reverse,
2 modify, or grant any appropriate relief from the board action if
3 substantial rights of the teacher have been prejudiced because
4 the board action is any of the following:

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

6 b. Unsupported by a preponderance of the competent evidence
7 in the record made before the board when that record is viewed as
8 a whole.

9 c. Unreasonable, arbitrary, or capricious, or characterized
10 by an abuse of discretion or a clearly unwarranted exercise of
11 discretion.

12 7. The adjudicator shall, within fifteen days after the
13 hearing, make a decision and shall give a copy of the decision to
14 the teacher and the secretary of the board. The decision of the
15 adjudicator shall become the final and binding decision of the
16 board unless either party within ten days notifies the secretary
17 of the board that the decision is rejected. The board may reject
18 the decision by majority roll call vote, in open meeting, entered
19 into the minutes of the meeting. The board shall immediately
20 notify the teacher of its decision by certified mail. The
21 teacher may reject the adjudicator's decision by notifying the
22 board's secretary in writing within ten days of the filing of
23 such decision.

24 8. All costs of the adjudicator shall be shared equally by
25 the teacher and the board.

26 Sec. 35. Section 279.18, Code 2025, is amended by striking
27 the section and inserting in lieu thereof the following:

28 **279.18 Appeal by either party to court.**

29 1. If either party rejects the adjudicator's decision, the
30 rejecting party shall, within thirty days of the initial filing
31 of such decision, appeal to the district court of the county
32 in which the administrative office of the school district is
33 located. The notice of appeal shall be immediately mailed
34 by certified mail to the other party. The adjudicator shall
35 transmit to the reviewing court the original or a certified copy

1 of the entire record which may be the subject of the petition.
2 By stipulation of all parties to the review proceedings, the
3 record of such a case may be shortened. A party unreasonably
4 refusing to stipulate to limit the record may be taxed by the
5 court for the additional cost. The court may require or permit
6 subsequent corrections or additions to the shortened record.

7 2. In proceedings for judicial review of the adjudicator's
8 decision, the court shall not hear any further evidence but
9 shall hear the case upon the certified record. In such judicial
10 review, especially when considering the credibility of witnesses,
11 the court shall give weight to the fact findings of the board
12 but shall not be bound by them. The court may affirm the
13 adjudicator's decision or remand to the adjudicator or the
14 board for further proceedings upon conditions determined by the
15 court. The court shall reverse, modify, or grant any other
16 appropriate relief from the board decision or the adjudicator's
17 decision equitable or legal and including declaratory relief if
18 substantial rights of the petitioner have been prejudiced because
19 the action is any of the following:

- 20 a. In violation of constitutional or statutory provisions.
- 21 b. In excess of the statutory authority of the board or the
22 adjudicator.
- 23 c. In violation of a board rule or policy or contract.
- 24 d. Made upon unlawful procedure.
- 25 e. Affected by other error of law.
- 26 f. Unsupported by a preponderance of the competent evidence
27 in the record made before the board and the adjudicator when that
28 record is viewed as a whole.
- 29 g. Unreasonable, arbitrary, or capricious, or characterized
30 by an abuse of discretion or a clearly unwarranted exercise of
31 discretion.

32 3. An aggrieved or adversely affected party to the judicial
33 review proceeding may obtain a review of any final judgment of
34 the district court by appeal to the supreme court. The appeal
35 shall be taken as in other civil cases, although the appeal may

1 be taken regardless of the amount involved.

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

5 Sec. 36. Section 279.19, Code 2025, is amended by striking
6 the section and inserting in lieu thereof the following:

7 **279.19 Probationary period.**

8 1. The first three consecutive years of employment of a
9 teacher in the same school district are a probationary period.
10 However, if the teacher has successfully completed a probationary
11 period of employment for another school district located in Iowa,
12 the probationary period in the current district of employment
13 shall not exceed one year. A board of directors may waive the
14 probationary period for any teacher who previously has served a
15 probationary period in another school district and the board may
16 extend the probationary period for an additional year with the
17 consent of the teacher.

18 2. a. In the case of the termination of a probationary
19 teacher's contract, the provisions of sections 279.15 and 279.16
20 shall apply. However, if the probationary teacher is a beginning
21 teacher who fails to demonstrate competence in the Iowa teaching
22 standards in accordance with chapter 284, the provisions of
23 sections 279.17 and 279.18 shall also apply.

24 b. The board's decision shall be final and binding unless
25 the termination was based upon an alleged violation of a
26 constitutionally guaranteed right of the teacher or an alleged
27 violation of public employee rights of the teacher under section
28 20.10.

29 3. Notwithstanding any provision to the contrary, the
30 grievance procedures of section 20.18 relating to job performance
31 or job retention shall not apply to a teacher during the first
32 two years of the teacher's probationary period. However, this
33 subsection shall not apply to a teacher who has successfully
34 completed a probationary period in a school district in Iowa.

35 Sec. 37. Section 279.19A, subsections 1, 2, 7, and 8, Code

1 2025, are amended to read as follows:

2 1. School districts employing individuals to coach
3 interscholastic athletic sports shall issue a separate
4 extracurricular contract for each of these sports. An
5 extracurricular contract offered under this section shall be
6 separate from the contract issued under section 279.13. Wages
7 for employees who coach these sports shall be paid pursuant
8 to established or negotiated supplemental pay schedules. An
9 extracurricular contract shall be in writing, and shall state the
10 number of contract days for that sport, the annual compensation
11 to be paid, and any other matters as may be mutually agreed upon.
12 The contract shall be for a single school year.

13 2. a. An extracurricular contract shall be continued
14 automatically in force and effect for equivalent periods, except
15 as modified or terminated by mutual agreement of the board of
16 directors and the employee, or terminated in accordance with
17 this section. An extracurricular contract shall initially be
18 offered by the employing board to an individual on the same date
19 that contracts are offered to teachers under section 279.13.
20 An extracurricular contract may be terminated at the end of a
21 school year pursuant to sections 279.15 through 279.19. If the
22 school district offers an extracurricular contract for a sport
23 for the subsequent school year to an employee who is currently
24 performing under an extracurricular contract for that sport,
25 and the employee does not wish to accept the extracurricular
26 contract for the subsequent year, the employee may resign from
27 the extracurricular contract within twenty-one days after it has
28 been received.

29 ~~b. If the provisions of an extracurricular contract executed~~
30 ~~under this section conflict with a collective bargaining~~
31 ~~agreement negotiated under chapter 20 and effective when the~~
32 ~~extracurricular contract is executed or renewed, the provisions~~
33 ~~of the collective bargaining agreement shall prevail~~ Section
34 279.13, subsection 3, applies to this section.

35 7. An extracurricular contract may be terminated prior to the

1 expiration of that contract ~~for any lawful reason following an~~
2 ~~informal, private hearing before the board of directors pursuant~~
3 ~~to section 279.27. The decision of the board to terminate an~~
4 ~~extracurricular contract shall be final.~~

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

9 b. A termination of a contract entered into pursuant to
10 section 279.13, or a resignation from that contract by the
11 teacher, constitutes an automatic termination or resignation of
12 the extracurricular contract in effect between the same teacher
13 and the employing school board.

14 Sec. 38. Section 279.23, subsection 1, paragraph c, Code
15 2025, is amended to read as follows:

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

18 Sec. 39. Section 279.23, subsection 5, Code 2025, is amended
19 to read as follows:

20 5. Notwithstanding the other provisions of this section,
21 a temporary contract may be issued to an administrator ~~for~~
22 ~~up to nine months. Notwithstanding the other provisions of~~
23 ~~this section, a temporary contract may also be issued to an~~
24 ~~administrator to fill a vacancy created by a leave of absence~~
25 ~~in accordance with the provisions of section 29A.28, which~~
26 ~~contract shall automatically terminate upon return from military~~
27 ~~leave of the former incumbent of the administrator position.~~
28 ~~Temporary contracts and which contract shall not be subject to~~
29 the provisions of sections 279.24 and 279.25.

30 Sec. 40. Section 279.24, subsections 2 and 4, Code 2025, are
31 amended to read as follows:

32 2. If the board of directors is considering termination of
33 an administrator's contract, prior to any formal action, the
34 board may arrange to meet in closed session, in accordance
35 with the provisions of section 21.5, with the administrator and

1 the administrator's representative. The board shall review the
 2 administrator's evaluation, review the reasons for nonrenewal,
 3 and give the administrator an opportunity to respond. If,
 4 following the closed session, the board of directors and the
 5 administrator are unable to mutually agree to a modification
 6 or termination of the administrator's contract, or the board
 7 of directors may issue and the administrator are unable to
 8 mutually agree to enter into a one-year, nonrenewable contract,
 9 ~~to the administrator. If the board of directors decides to~~
 10 ~~terminate the administrator's contract, the board shall follow~~
 11 the procedures in this section.

12 4. Administrators employed in a school district for less than
 13 ~~three~~ two consecutive years are probationary administrators.
 14 However, a school board may waive the probationary period for
 15 any administrator who has previously served a probationary period
 16 in another school district and the school board may extend the
 17 probationary period for an additional year with the consent
 18 of the administrator. If a school board determines that it
 19 should terminate a probationary administrator's contract, the
 20 school board shall notify the administrator not later than May
 21 15 that the contract will not be renewed beyond the current
 22 year. The notice shall be in writing by letter, personally
 23 delivered, or mailed by certified mail. The notification
 24 shall be complete when received by the administrator. Within
 25 ten days after receiving the notice, the administrator may
 26 request a private conference with the school board to discuss
 27 the reasons for termination. The school board's decision to
 28 terminate a probationary administrator's contract shall be final
 29 unless the termination was based upon an alleged violation of a
 30 constitutionally guaranteed right of the administrator.

31 Sec. 41. Section 279.24, subsection 5, paragraphs c, d, e, f,
 32 g, and h, Code 2025, are amended to read as follows:

33 c. Within five days after receipt of the written notice
 34 that the school board has voted to consider termination of
 35 the contract, the administrator may request ~~a private hearing~~

1 in writing to the secretary of the school board.—~~The board~~
2 ~~shall then forward~~ that the notification be forwarded to the
3 board of educational examiners along with a request that the
4 board of educational examiners submit a list of five qualified
5 administrative law judges who are employed by the division
6 of administrative hearings created by section 10A.801 to the
7 parties. Within three days from receipt of the list the parties
8 shall select an administrative law judge by alternately removing
9 a name from the list until only one name remains. The person
10 whose name remains shall be the administrative law judge. The
11 parties shall determine by lot which party shall remove the
12 first name from the list. The ~~private~~ hearing shall be held
13 no sooner than ~~twenty~~ ten days and not later than ~~forty~~ thirty
14 days following the administrator's request unless the parties
15 otherwise agree. If the administrator does not request a
16 private hearing, the school board, not later than May 31, may
17 determine the continuance or discontinuance of the contract and,
18 if the board determines to continue the administrator's contract,
19 whether to suspend the administrator with or without pay for a
20 period specified by the board. School board action shall be by
21 majority roll call vote entered on the minutes of the meeting.
22 Notice of school board action shall be personally delivered or
23 mailed to the administrator.

24 d. The administrative law judge selected shall notify the
25 secretary of the school board and the administrator in writing
26 concerning the date, time, and location of the private hearing.
27 The school board may be represented by a legal representative, if
28 any, and the administrator shall appear and may be represented
29 by counsel or by representative, if any. ~~Any witnesses for~~
30 ~~the parties at the private hearing shall be sequestered.~~ A
31 transcript or recording shall be made of the proceedings at the
32 ~~private~~ hearing. A school board member or administrator is not
33 liable for any damage to an administrator or school board member
34 if a statement made at the private hearing is determined to be
35 erroneous as long as the statement was made in good faith.

1 e. The administrative law judge shall, within ten days
2 following the date of the ~~private~~ hearing, make a proposed
3 decision as to whether or not the administrator should be
4 dismissed, and shall give a copy of the proposed decision to the
5 administrator and the school board. Findings of fact shall be
6 prepared by the administrative law judge. The proposed decision
7 of the administrative law judge shall become the final decision
8 of the school board unless within ~~thirty~~ ten days after the
9 filing of the decision the administrator files a written notice
10 of appeal with the school board, or the school board on its own
11 motion determines to review the decision.

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

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

7 h. When the school board has reached a decision, opinion,
 8 or conclusion, it shall convene in open meeting and by roll
 9 call vote determine the continuance or discontinuance of the
 10 administrator's contract and, if the board votes to continue the
 11 administrator's contract, whether to suspend the administrator
 12 with or without pay for a period specified by the board ~~or issue~~
 13 ~~the administrator a one-year, nonrenewable contract.~~ The record
 14 of the private hearing conference and ~~written decision of the~~
 15 ~~board~~ findings of fact and exceptions shall be exempt from the
 16 provisions of chapter 22. The secretary of the school board
 17 shall immediately personally deliver or mail notice of the school
 18 board's action to the administrator.

19 Sec. 42. Section 279.27, Code 2025, is amended to read as
 20 follows:

21 **279.27 Discharge of teacher.**

22 ~~1.~~ A teacher may be discharged at any time during the
 23 contract year for just cause. The superintendent or the
 24 superintendent's designee, shall notify the teacher immediately
 25 that the superintendent will recommend in writing to the board
 26 at a regular or special meeting of the board held not more than
 27 fifteen days after notification has been given to the teacher
 28 that the teacher's continuing contract be terminated effective
 29 immediately following a decision of the board. The procedure
 30 for dismissal shall be as provided in section 279.15, subsection
 31 2, and sections 279.16 through 279.19. The superintendent
 32 may suspend a teacher under this section pending hearing and
 33 determination by the board.

34 ~~2. For purposes of this section, "just cause" includes but is~~
 35 ~~not limited to a violation of the code of professional conduct~~

~~1 and ethics of the board of educational examiners if the board
2 has taken disciplinary action against a teacher, during the
3 six months following issuance by the board of a final written
4 decision and finding of fact after a disciplinary proceeding.~~

5 Sec. 43. Section 284.3, subsection 2, Code 2025, is amended
6 to read as follows:

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

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

30 b. For purposes of performance reviews for teachers other
31 than beginning teachers, evaluations that contain, at a minimum,
32 the Iowa teaching standards specified in subsection 1, as well
33 as the criteria for the Iowa teaching standards developed by the
34 department in accordance with section 256.9, subsection 42. A
35 local school board and its certified bargaining representative

1 may negotiate, pursuant to chapter 20, additional teaching
2 standards and criteria. A local school board and its certified
3 bargaining representative shall negotiate, pursuant to chapter
4 20, evaluation and grievance procedures for teachers other than
5 beginning teachers that are not in conflict with this chapter.

6 Sec. 44. Section 284.4, subsection 1, paragraph b,
7 subparagraphs (2) and (5), Code 2025, are amended to read as
8 follows:

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

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

22 Sec. 45. Section 284.8, subsections 2 and 3, Code 2025, are
23 amended to read as follows:

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

1 pursuant to chapter 20. All school districts shall be prepared
2 to offer an intensive assistance program.

3 3. A teacher who is not meeting the applicable standards and
4 criteria based on a determination made pursuant to subsection 2
5 shall participate in an intensive assistance program. ~~However,~~
6 ~~a teacher who has previously participated in an intensive~~
7 ~~assistance program relating to particular Iowa teaching standards~~
8 ~~or criteria shall not be entitled to participate in another~~
9 ~~intensive assistance program relating to the same standards or~~
10 ~~criteria and shall be subject to the provisions of subsection 4.~~

11 Sec. 46. Section 284.8, subsection 4, Code 2025, is amended
12 by striking the subsection.

13 Sec. 47. EFFECTIVE DATE. This division of this Act, being
14 deemed of immediate importance, takes effect upon enactment.

15 Sec. 48. APPLICABILITY. This division of this Act applies to
16 employment contracts of school employees entered into pursuant to
17 chapter 279 on and after the effective date of this division of
18 this Act. This division of this Act does not apply to collective
19 bargaining agreements which have been ratified in a ratification
20 election referred to in section 20.17, subsection 4, for which an
21 arbitrator has made a final determination as described in section
22 20.22, subsection 11, or which have become effective, when such
23 events occurred before the effective date of this division of
24 this Act. This division of this Act applies to all collective
25 bargaining procedures provided for in chapter 20 occurring on
26 and after the effective date of this division of this Act and
27 collective bargaining agreements pursuant to chapter 20 for which
28 a ratification election referred to in section 20.17, subsection
29 4, is held, for which an arbitrator makes a final determination
30 as described in section 20.22, subsection 11, or which become
31 effective on or after the effective date of this division of this
32 Act.

33 DIVISION III

34 CITY CIVIL SERVICE REQUIREMENTS

35 Sec. 49. Section 400.12, subsection 4, Code 2025, is amended

1 by striking the subsection.

2 Sec. 50. Section 400.17, subsection 4, Code 2025, is amended
3 to read as follows:

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

14 Sec. 51. Section 400.18, Code 2025, is amended by striking
15 the section and inserting in lieu thereof the following:

16 **400.18 Removal, demotion, or suspension.**

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

23 2. The party alleging neglect of duty, disobedience,
24 misconduct, or failure to properly perform a duty shall have the
25 burden of proof.

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

29 Sec. 52. Section 400.19, Code 2025, is amended to read as
30 follows:

31 **400.19 ~~Removal, or discharge, demotion, or suspension of~~**
32 **subordinates.**

33 The person having the appointing power as provided in this
34 chapter, or the chief of police or chief of the fire department,
35 may, ~~upon presentation of grounds for such action to the~~

1 ~~subordinate in writing, peremptorily remove, discharge, demote,~~
2 ~~or suspend, demote, or discharge~~ a subordinate then under the
3 person's or chief's direction due to ~~any act or failure to~~
4 ~~act by the employee that is in contravention of law, city~~
5 ~~policies, or standard operating procedures, or that in the~~
6 ~~judgment of the person or chief is sufficient to show that the~~
7 ~~employee is unsuitable or unfit for employment~~ for neglect of
8 duty, disobedience of orders, misconduct, or failure to properly
9 perform the subordinate's duties.

10 Sec. 53. Section 400.20, Code 2025, is amended to read as
11 follows:

12 **400.20 Appeal.**

13 The ~~removal, discharge~~ suspension, demotion, or suspension
14 discharge of a person holding civil service rights may be
15 appealed to the civil service commission within fourteen calendar
16 days after the ~~removal, discharge~~ suspension, demotion, or
17 suspension discharge.

18 Sec. 54. Section 400.21, Code 2025, is amended to read as
19 follows:

20 **400.21 Notice of appeal.**

21 If the appeal be taken by the person ~~removed, discharged~~
22 suspended, demoted, or ~~suspended~~ discharged, notice of the
23 appeal, signed by the appellant and specifying the ruling
24 appealed from, shall be filed with the clerk of the commission.
25 If the appeal is taken by the person making such ~~removal,~~
26 ~~discharge~~ suspension, demotion, or ~~suspension~~ discharge, such
27 notice shall also be served upon the person ~~removed, discharged~~
28 suspended, demoted, or ~~suspended~~ discharged.

29 Sec. 55. Section 400.22, Code 2025, is amended to read as
30 follows:

31 **400.22 Charges.**

32 Within fourteen calendar days from the service of the notice
33 of appeal, the person or body making the ruling appealed from
34 shall file with the body to which the appeal is taken a
35 written specification of the charges and grounds upon which the

1 ruling was based. If the charges are not filed, the person
2 ~~removed, suspended or discharged, demoted, or suspended~~ may
3 present the matter to the body to whom the appeal is to be
4 taken by affidavit, setting forth the facts, and the body to
5 whom the appeal is to be taken shall immediately enter an order
6 reinstating the person ~~removed, suspended or discharged, demoted,~~
7 ~~or suspended~~ for want of prosecution.

8 Sec. 56. Section 400.27, subsection 3, Code 2025, is amended
9 to read as follows:

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

19 Sec. 57. Section 400.28, Code 2025, is amended by striking
20 the section and inserting in lieu thereof the following:

21 **400.28 Employees — number diminished.**

22 1. When the public interest requires a diminution of
23 employees in a classification or grade under civil service,
24 the city council, acting in good faith, may do either of the
25 following:

26 a. Abolish the office and remove the employee from the
27 employee's classification or grade thereunder.

28 b. Reduce the number of employees in any classification or
29 grade by suspending the necessary number.

30 2. In case it becomes necessary to remove or suspend any such
31 employees, the persons so removed or suspended shall be those
32 having seniority of the shortest duration in the classifications
33 or grades affected, and such seniority shall be computed as
34 provided in section 400.12 for all persons holding seniority
35 in the classification or grade affected, regardless of their

1 seniority in any other classification or grade, but any such
2 employee so removed from any classification or grade shall
3 revert to the employee's seniority in the next lower grade or
4 classification; if such seniority is equal, then the one less
5 efficient and competent as determined by the person or body
6 having the appointing power shall be the one affected.

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

19 Sec. 58. SENIORITY RIGHTS REESTABLISHED. The seniority
20 rights of any civil service employee extinguished pursuant to
21 section 400.12, subsection 4, on or after February 17, 2017, are
22 hereby reestablished, including accrual of seniority during the
23 period of extinguishment.

24 Sec. 59. EFFECTIVE DATE. This division of this Act, being
25 deemed of immediate importance, takes effect upon enactment.

26 Sec. 60. APPLICABILITY. This division of this Act applies to
27 employment actions taken on or after the effective date of this
28 division of this Act.

29 **EXPLANATION**

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

32 This bill relates to employment matters involving public
33 employees including collective bargaining, educator employment
34 matters, and city civil service requirements. The bill generally
35 strikes statutory changes made by divisions I, II, and VI of 2017

1 Iowa Acts, House File 291, and restores statutory language in
2 effect prior to the enactment of those divisions of 2017 Iowa
3 Acts, House File 291.

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

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

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

17 The division provides that the scope of negotiations for
18 all public employees shall consist of wages, hours, vacations,
19 insurance, holidays, leaves of absence, shift differentials,
20 overtime compensation, supplemental pay, seniority, transfer
21 procedures, job classifications, health and safety matters,
22 evaluation procedures, procedures for staff reduction, in-service
23 training, dues checkoff, grievance procedures for resolving any
24 questions arising under the agreement, and other matters mutually
25 agreed upon. The division provides that retirement systems shall
26 be excluded from the scope of negotiations.

27 The division strikes language providing that mandatory
28 subjects of negotiation under Code section 20.9 shall be
29 interpreted narrowly and restrictively. The division strikes
30 language limiting the term of a collective bargaining agreement
31 entered into pursuant to Code chapter 20 to a maximum of five
32 years.

33 ARBITRATION PROCEDURES. The division makes changes to the
34 procedures for arbitration of impasses in collective bargaining
35 between public employers and public employees under Code section

1 20.22.

2 The division modifies the factors that an arbitrator is
3 required to consider in addition to any other relevant factors
4 in making a final determination on an impasse item. The
5 division requires an arbitrator to consider past collective
6 bargaining contracts between the parties including the bargaining
7 that led up to such contracts; comparison of wages, hours,
8 and conditions of employment of the involved public employees
9 with those of other public employees doing comparable work,
10 giving consideration to factors peculiar to the area and the
11 classifications involved; the interests and welfare of the
12 public, the ability of the public employer to finance economic
13 adjustments, and the effect of such adjustments on the normal
14 standard of services; and the power of the public employer
15 to levy taxes and appropriate funds for the conduct of its
16 operations.

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

20 The division strikes language prohibiting the parties to an
21 arbitration from introducing, and the arbitrator from accepting
22 or considering, any direct or indirect evidence regarding any
23 subject excluded from negotiations pursuant to Code section 20.9.

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

26 PUBLIC EMPLOYEE ELECTIONS. The division makes changes to
27 public employee elections conducted pursuant to Code section
28 20.15.

29 The division strikes language providing for retention and
30 recertification elections and requires the employment appeal
31 board (EAB) to cancel any such elections scheduled or in
32 process. The division requires the EAB to consider a petition
33 for certification of an employee organization as the exclusive
34 representative of a bargaining unit for which an employee
35 organization was not retained and recertified as the exclusive

1 representative of that bargaining unit regardless of the amount
2 of time that has elapsed since the retention and recertification
3 election, notwithstanding prior requirements prohibiting such
4 consideration for two years.

5 The division provides that the outcome of a certification or
6 decertification election is determined by a majority vote of the
7 members of the bargaining unit voting, rather than the total
8 membership of the bargaining unit. The division provides for
9 a runoff election if none of the choices on the ballot in a
10 certification election receives a majority vote of the members of
11 the bargaining unit voting.

12 The division lowers the required percentage of support
13 from employees in a bargaining unit required for an employee
14 organization that did not submit a petition for certification
15 as the exclusive bargaining representative of a bargaining unit
16 to be listed on the ballot for a certification election from 30
17 percent to 10 percent.

18 The division strikes language prohibiting the EAB from
19 considering a petition for certification as the exclusive
20 bargaining representative of a bargaining unit unless a period
21 of two years has elapsed from the date of the last certification
22 election in which an employee organization was not certified
23 as the exclusive representative of that bargaining unit or
24 of the last decertification election in which an employee
25 organization was decertified as the exclusive representative
26 of that bargaining unit. The division prohibits the EAB
27 from considering a petition for certification as the exclusive
28 bargaining representative of a bargaining unit for one year after
29 the employee organization is not certified in a certification
30 election. The division makes additional changes relating to the
31 scheduling of decertification elections.

32 EMPLOYEE ORGANIZATION DUES. The division strikes a prohibition
33 on public entities authorizing or administering a deduction from
34 the salaries or wages of its employees for membership dues to
35 an employee organization. The division provides procedures for

1 administering such dues deductions.

2 EAB DUTIES. The division provides that the EAB may interpret
3 and apply, as well as administer, Code chapter 20.

4 The division strikes language permitting the EAB to appoint a
5 certified shorthand reporter to report state employee grievance
6 and discipline resolution proceedings, to contract with a vendor
7 to conduct elections, to establish fees to cover the cost of
8 elections, and to retain certain funds collected by the EAB as
9 repayment receipts.

10 STATEWIDE COLLECTIVE BARGAINING AGREEMENTS FOLLOWING A
11 GUBERNATORIAL ELECTION YEAR. The division strikes language
12 providing for modified collective bargaining procedures for a
13 proposed, statewide collective bargaining agreement to become
14 effective in the year following a general election in which the
15 governor and certain other elected officials are elected.

16 CONFIDENTIAL RECORDS. The division strikes language providing
17 that certain information relating to elections conducted by the
18 EAB is a confidential record under Code chapter 22, the state
19 open records law.

20 MISCELLANEOUS PROVISIONS RELATING TO PUBLIC EMPLOYEE
21 COLLECTIVE BARGAINING. The division strikes a definition of
22 "supplemental pay".

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

30 The division transfers language in Code section 20.10
31 prohibiting a public employee or any employee organization from
32 negotiating or attempting to negotiate directly with a member
33 of the governing board of a public employer if the public
34 employer has appointed or authorized a bargaining representative
35 for the purpose of bargaining with the public employees or their

1 representative to Code section 20.17.

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

6 The division strikes language prohibiting voluntary
7 contributions by individuals to political parties or candidates
8 through payroll deductions.

9 The division strikes a requirement that a copy of a final
10 collective bargaining agreement be filed with the EAB by the
11 public employer within 10 days of the agreement being entered
12 into. The division strikes a requirement that the EAB maintain
13 an internet site that allows searchable access to a database of
14 collective bargaining agreements and other collective bargaining
15 information.

16 The division changes the period before retirement for a
17 prohibited voluntary reduction to a nonsupervisory rank or grade
18 by a supervisor and related ineligibility for benefits from 36
19 months to 6 months.

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

23 The division requires a council, board of waterworks, or other
24 board or commission which establishes a pension and annuity
25 retirement system pursuant to Code chapter 412 to negotiate
26 in good faith with a certified employee organization which is
27 the collective bargaining representative of the employees, with
28 respect to the amount or rate of the assessment on the wages and
29 salaries of employees and the method or methods for payment of
30 the assessment by the employees.

31 The division makes additional conforming changes.

32 TRANSITION PROVISIONS — DEADLINE. The division requires
33 parties, mediators, and arbitrators engaging in any collective
34 bargaining procedures provided for in Code chapter 20, Code
35 2025, who have not, before the effective date of the division,

1 completed such procedures, to immediately terminate any such
2 procedures in process as of the effective date of the division.
3 The division provides that a collective bargaining agreement
4 negotiated pursuant to such procedures in process shall not
5 become effective. The division prohibits parties, mediators,
6 and arbitrators from engaging in further collective bargaining
7 procedures except as provided in the division. The division
8 requires such parties to commence collective bargaining in
9 accordance with Code section 20.17, as amended by the division.
10 The division requires such parties to complete such bargaining
11 not later than June 30, 2025, unless the parties mutually agree
12 to a different deadline.

13 The division requires the EAB to adopt emergency rules to
14 implement these requirements. The division also requires the
15 department of administrative services to adopt emergency rules
16 to implement the provisions of the division relating to dues
17 deductions.

18 EFFECTIVE DATE AND APPLICABILITY PROVISIONS. The division
19 takes effect upon enactment.

20 With the exception of the section of the division amending
21 Code section 20.6, subsection 1, the division does not apply to
22 collective bargaining agreements which have been ratified in a
23 ratification election, for which an arbitrator has made a final
24 determination, or which have become effective, when such events
25 occurred before the effective date of the division. The division
26 applies to all collective bargaining procedures provided for in
27 Code chapter 20 occurring on and after the effective date of
28 the division and collective bargaining agreements for which a
29 ratification election is held, for which an arbitrator makes a
30 final determination, or which become effective on or after the
31 effective date of the division.

32 DIVISION II — EDUCATOR EMPLOYMENT MATTERS. This division
33 makes a variety of changes relating to educator employment
34 matters.

35 TERMINATION OF TEACHER EMPLOYMENT CONTRACTS. The division

1 makes various changes relating to the termination of teacher
2 employment contracts.

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

28 **TEACHER PROBATIONARY PERIODS.** The division makes various
29 changes relating to probationary employment of teachers.

30 The division decreases from two years to one year the length
31 of a teacher's probationary employment period in a school
32 district if the teacher has successfully completed a probationary
33 period of employment for another school district located in Iowa.

34 The division provides that requirements for notices
35 of termination, private hearings, and appeals applicable

1 to nonprobationary teachers whose employment contracts are
2 terminated are applicable to probationary teachers whose
3 employment contracts are terminated. The division strikes
4 alternative procedures for the termination of employment
5 contracts of such probationary teachers, including notification
6 procedures and the opportunity to request a private conference
7 with the school board.

8 EXTRACURRICULAR INTERSCHOLASTIC ATHLETIC COACH CONTRACTS. The
9 division makes various changes relating to extracurricular
10 interscholastic athletic coach employment contracts.

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

23 SCHOOL ADMINISTRATOR EMPLOYMENT MATTERS. The division makes
24 various changes relating to school administrator employment
25 matters.

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

29 The division strikes language authorizing a school board to
30 issue a temporary employment contract to an administrator for a
31 period of up to nine months.

32 The division strikes language authorizing a school board to
33 issue a one-year, nonrenewable employment contract and instead
34 authorizes a school board considering the termination of an
35 administrator's contract and the administrator to mutually agree

1 to enter into such a contract.

2 The division decreases the probationary employment period for
3 administrators from three years to two years and authorizes
4 a school board to waive the probationary period for an
5 administrator who previously served a probationary period in
6 another school district.

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

18 INTENSIVE ASSISTANCE PROGRAMS. The division makes various
19 changes relating to intensive assistance programs.

20 The division strikes language providing that a teacher who
21 has previously participated in an intensive assistance program
22 relating to particular Iowa teaching standards or criteria
23 shall not be entitled to participate in another intensive
24 assistance program relating to the same standards or criteria.
25 The division strikes language providing that following a
26 teacher's participation in an intensive assistance program, the
27 teacher shall be reevaluated to determine whether the teacher
28 successfully completed the intensive assistance program and is
29 meeting district expectations under the applicable Iowa teaching
30 standards or criteria. The division strikes language providing
31 that if the teacher did not successfully complete the intensive
32 assistance program or continues not to meet the applicable Iowa
33 teaching standards or criteria, the board may initiate procedures
34 to terminate the teacher's employment contract immediately or at
35 the end of the school year or may continue the teacher's contract

1 for a period not to exceed one year on a nonrenewable basis and
2 without the right to a private hearing.

3 MISCELLANEOUS PROVISIONS RELATING TO EDUCATOR EMPLOYMENT
4 MATTERS. The division strikes language authorizing a school board
5 to issue a temporary employment contract to a teacher for a
6 period of up to six months.

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

15 The division either authorizes or requires a school board
16 and its certified bargaining representative to negotiate various
17 matters pursuant to Code chapter 20.

18 The division makes additional conforming changes.

19 EFFECTIVE DATE AND APPLICABILITY PROVISIONS. The division
20 takes effect upon enactment.

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

35 DIVISION III — CITY CIVIL SERVICE REQUIREMENTS. This division

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

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

11 ADVERSE EMPLOYMENT ACTIONS — GROUNDS AND PROCEDURES. The
12 division provides that adverse employment action may be taken
13 against a city civil service employee for neglect of duty,
14 disobedience, misconduct, or failure to properly perform the
15 person's duties. The division strikes language permitting such
16 action to be taken due to any act or failure to act by the
17 employee that is in contravention of law, city policies, or
18 standard operating procedures, or that in the judgment of the
19 person having the appointing power as provided in Code chapter
20 400, or the chief of police or chief of the fire department, is
21 sufficient to show that the employee is unsuitable or unfit for
22 employment.

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

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

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

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

8 The division makes additional conforming changes.

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

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

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