

March 2017

Legal Issues in Higher Education - Handout: HF291 (Iowa)

Follow this and additional works at: <http://thekeep.eiu.edu/jcba>

 Part of the [Collective Bargaining Commons](#), and the [Higher Education Commons](#)

Recommended Citation

(2017) "Legal Issues in Higher Education - Handout: HF291 (Iowa)," *Journal of Collective Bargaining in the Academy*: Vol. 0 , Article 70.

Available at: <http://thekeep.eiu.edu/jcba/vol0/iss12/70>

This Proceedings Material is brought to you for free and open access by The Keep. It has been accepted for inclusion in Journal of Collective Bargaining in the Academy by an authorized editor of The Keep. For more information, please contact tabruns@eiu.edu.

House File 291 - Enrolled

House File 291

AN ACT

RELATING TO EMPLOYMENT MATTERS INVOLVING PUBLIC EMPLOYEES INCLUDING COLLECTIVE BARGAINING, EDUCATOR EMPLOYMENT MATTERS, PERSONNEL RECORDS AND SETTLEMENT AGREEMENTS, CITY CIVIL SERVICE REQUIREMENTS, AND HEALTH INSURANCE MATTERS, MAKING PENALTIES APPLICABLE, AND INCLUDING EFFECTIVE DATE, APPLICABILITY, AND TRANSITION PROVISIONS.

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

DIVISION I

PUBLIC EMPLOYEE COLLECTIVE BARGAINING

Section 1. Section 20.3, Code 2017, is amended by adding the following new subsections:

NEW SUBSECTION. 10A. "*Public safety employee*" means a public employee who is employed as one of the following:

- a. A sheriff's regular deputy.
- b. A marshal or police officer of a city, township, or special-purpose district or authority who is a member of a paid police department.
- c. A member, except a non-peace officer member, of the division of state patrol, narcotics enforcement, state fire

marshal, or criminal investigation, including but not limited to a gaming enforcement officer, who has been duly appointed by the department of public safety in accordance with section 80.15.

d. A conservation officer or park ranger as authorized by section 456A.13.

e. A permanent or full-time fire fighter of a city, township, or special-purpose district or authority who is a member of a paid fire department.

f. A peace officer designated by the department of transportation under section 321.477 who is subject to mandated law enforcement training.

NEW SUBSECTION. 12. "*Supplemental pay*" means a payment of moneys or other thing of value that is in addition to compensation received pursuant to any other permitted subject of negotiation specified in section 20.9 and is related to the employment relationship.

Sec. 2. Section 20.6, subsection 1, Code 2017, is amended to read as follows:

1. ~~Interpret, apply, and administer~~ Administer the provisions of [this chapter](#).

Sec. 3. Section 20.6, Code 2017, is amended by adding the following new subsections:

NEW SUBSECTION. 6. Appoint a certified shorthand reporter to report state employee grievance and discipline resolution proceedings pursuant to section 8A.415 and fix a reasonable amount of compensation for such service and for any transcript requested by the board, which amounts shall be taxed as other costs.

NEW SUBSECTION. 7. Contract with a vendor as the board may deem necessary to conduct elections required by section 20.15 on behalf of the board. The board shall establish fees by rule pursuant to chapter 17A to cover the cost of elections required by section 20.15. Such fees shall be paid in advance of an election and shall be paid by each employee organization listed on the ballot.

Sec. 4. Section 20.7, subsection 2, Code 2017, 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, Code 2017, is amended by adding the following new subsection:

NEW SUBSECTION. 5. Exercise any right or seek any remedy provided by law, including but not limited to those rights and remedies available under sections 70A.28 and 70A.29, chapter 8A, subchapter IV, and chapters 216 and 400.

Sec. 6. Section 20.9, Code 2017, is amended to read as follows:

20.9 Scope of negotiations.

1. The For negotiations regarding a bargaining unit with at least thirty percent of members who are public safety employees, 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, grievance procedures for resolving any questions arising under the agreement, 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 may terminate the dues checkoff at any time by giving thirty days' written notice. For negotiations regarding a bargaining unit that does not have at least thirty percent of members who are public safety employees, 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 base wages and other matters mutually agreed upon. Such obligation to negotiate in good faith does not compel either party to agree to a proposal

or make a concession. Mandatory subjects of negotiation specified in this subsection shall be interpreted narrowly and restrictively.

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

3. All retirement systems, dues checkoffs, and other payroll deductions for political action committees or other political contributions or political activities shall be excluded from the scope of negotiations. For negotiations regarding a bargaining unit that does not have at least thirty percent of members who are public safety employees, insurance, leaves of absence for political activities, supplemental pay, transfer procedures, evaluation procedures, procedures for staff reduction, and subcontracting public services shall also be excluded from the scope of negotiations.

4. The term of a contract entered into pursuant to this chapter shall not exceed five years.

Sec. 7. Section 20.10, subsection 3, Code 2017, is amended by adding the following new paragraph:

NEW PARAGRAPH. *j.* Negotiate or attempt to negotiate directly with a member of the governing board of a public employer if the public employer has appointed or authorized a bargaining representative for the purpose of bargaining with the public employees or their representative, unless the member of the governing board is the designated bargaining representative of the public employer.

Sec. 8. Section 20.12, subsection 5, Code 2017, is amended to read as follows:

5. If an employee organization or any of its officers is held to be in contempt of court for failure to comply with an injunction pursuant to [this section](#), or is convicted

of violating **this section**, the employee organization shall be immediately decertified, shall cease to represent the bargaining unit, ~~shall cease to receive any dues by checkoff,~~ and may again be certified only after ~~twelve~~ twenty-four months have elapsed from the effective date of decertification and only ~~after~~ if a new ~~compliance with~~ petition for certification pursuant to section 20.14 is filed and a new certification election pursuant to section 20.15 is held. The penalties provided in **this section** may be suspended or modified by the court, but only upon request of the public employer and only if the court determines the suspension or modification is in the public interest.

Sec. 9. Section 20.15, Code 2017, is amended to read as follows:

20.15 Elections — agreements with the state.

1. Initial certification elections.

a. Upon the filing of a petition for certification of an employee organization, the board shall submit a question to the public employees at an election in the bargaining unit found appropriate by the board. The question on the ballot shall permit the public employees to vote for no bargaining representation or for any employee organization which has petitioned for certification or which has presented proof satisfactory to the board of support of ~~ten~~ thirty percent or more of the public employees in the appropriate unit.

~~2.~~ b. (1) If a majority of the ~~votes cast on the question is~~ public employees in the bargaining unit vote for no bargaining representation, the public employees in the bargaining unit found appropriate by the board shall not be represented by an employee organization.

(2) If a majority of the ~~votes cast on the question is~~ public employees in the bargaining unit vote for a listed employee organization, then that employee organization shall represent the public employees in the bargaining unit found appropriate by the board.

~~3.~~ (3) If none of the choices on the ballot receive the vote of a majority of the public employees ~~voting in the bargaining unit,~~ the board shall conduct a runoff election among the two choices receiving the greatest number of votes

the public employees in the bargaining unit found appropriate by the board shall not be represented by an employee organization.

c. The board shall not consider a petition for certification of an employee organization as the exclusive representative of a bargaining unit unless a period of two years has elapsed from the date of the last certification election in which an employee organization was not certified as the exclusive representative of that bargaining unit, of the last retention and recertification election in which an employee organization was not retained and recertified as the exclusive representative of that bargaining unit, or of the last decertification election in which an employee organization was decertified as the exclusive representative of that bargaining unit. The board shall also not consider a petition for certification as the exclusive bargaining representative of a bargaining unit if the bargaining unit is at that time represented by a certified exclusive bargaining representative.

2. Retention and recertification elections.

a. The board shall conduct an election to retain and recertify the bargaining representative of a bargaining unit prior to the expiration of the bargaining unit's collective bargaining agreement. The question on the ballot shall be whether the bargaining representative of the public employees in the bargaining unit shall be retained and recertified as the bargaining representative of the public employees in the bargaining unit. For collective bargaining agreements with a June 30 expiration date, the election shall occur between June 1 and November 1, both dates included, in the year prior to that expiration date. For collective bargaining agreements with a different expiration date, the election shall occur between three hundred sixty-five and two hundred seventy days prior to the expiration date.

b. (1) If a majority of the public employees in the bargaining unit vote to retain and recertify the representative, the board shall retain and recertify the bargaining representative and the bargaining representative shall continue to represent the public employees in the

bargaining unit.

(2) If a majority of the public employees in the bargaining unit do not vote to retain and recertify the representative, the board, after the period for filing written objections pursuant to subsection 4 has elapsed, shall immediately decertify the representative and the public employees shall not be represented by an employee organization except pursuant to the filing of a subsequent petition for certification of an employee organization as provided in section 20.14 and an election conducted pursuant to such petition. Such written objections and decertifications shall be subject to applicable administrative and judicial review.

3. *Decertification elections.*

a. Upon the filing of a petition for decertification of an employee organization, the board shall submit a question to the public employees at an election in the bargaining unit found appropriate by the board. The question on the ballot shall be whether the bargaining representative of the public employees in the bargaining unit shall be decertified as the bargaining representative of public employees in the bargaining unit.

b. (1) If a majority of the public employees in the bargaining unit vote to decertify the bargaining representative, the board, after the period for filing written objections pursuant to subsection 4 has elapsed, shall immediately decertify the representative and the public employees shall not be represented by an employee organization except pursuant to the filing of a subsequent petition for certification of an employee organization as provided in section 20.14 and an election conducted pursuant to such petition. Such written objections and decertifications shall be subject to applicable administrative and judicial review.

(2) If a majority of the public employees in the bargaining unit do not vote to decertify the bargaining representative, the bargaining representative shall continue to represent the public employees in the bargaining unit.

c. The board shall not consider a petition for decertification of an employee organization unless a bargaining unit's collective bargaining agreement exceeds

two years in length. The board shall not schedule a decertification election for a bargaining unit within one year of a prior certification, retention and recertification, or decertification election involving the bargaining unit. Unless otherwise prohibited by this paragraph, the board shall schedule a decertification election not less than one hundred fifty days before the expiration date of the bargaining unit's collective bargaining agreement.

4. Invalidation of elections. Upon written objections filed by any party to public employee, public employer, or employee organization involved in the election within ten days after notice of the results of the election, if the board finds that misconduct or other circumstances prevented the public employees eligible to vote from freely expressing their preferences, the board may invalidate the election and hold a second election for the public employees.

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

6. State agreements. ~~a. A petition for certification as exclusive bargaining representative of a bargaining unit shall not be considered by the board for a period of one year from the date of the noncertification of an employee organization as the exclusive bargaining representative of that bargaining unit following a certification election. A petition for certification as the exclusive bargaining representative of a bargaining unit shall also not be considered by the board if the bargaining unit is at that time represented by a certified exclusive bargaining representative.~~

~~b. A petition for the decertification of the exclusive bargaining representative of a bargaining unit shall not be considered by the board for a period of one year from the date of its certification, or within one year of its continued certification following a decertification election, or during the duration of a collective bargaining agreement which, for~~

~~purposes of this section, shall be deemed not to exceed two years. However, if a petition for decertification is filed during the duration of a collective bargaining agreement, the board shall award an election under this section not more than one hundred eighty days and not less than one hundred fifty days prior to the expiration of the collective bargaining agreement. If an employee organization is decertified, the board may receive petitions under section 20.14, provided that no such petition and no election conducted pursuant to such petition within one year from decertification shall include as a party the decertified employee organization.~~

~~e.~~ A collective bargaining agreement with the state, its boards, commissions, departments, and agencies shall be for two years. and the The provisions of a collective bargaining agreement or arbitrator's award affecting state employees shall not provide for renegotiations which would require the refinancing of salary and fringe benefits subjects within the scope of negotiations under section 20.9 for the second year of the term of the agreement, except as provided in section 20.17, subsection 6, ~~and the.~~ The effective date of any such agreement shall be July 1 of odd-numbered years, provided that if an exclusive bargaining representative is certified on a date which will prevent the negotiation of a collective bargaining agreement prior to July 1 of odd-numbered years for a period of two years, the certified collective bargaining representative may negotiate a one-year contract with the public employer which shall be effective from July 1 of the even-numbered year to July 1 of the succeeding odd-numbered year when new ~~contracts~~ agreements shall become effective.

Sec. 10. Section 20.17, subsection 8, Code 2017, is amended to read as follows:

8. a. The salaries of all public employees of the state under a merit system and all other ~~fringe benefits which are granted to all~~ subjects within the scope of negotiations pursuant to the provisions of section 20.9 regarding public employees of the state shall be negotiated with the governor or the governor's designee on a statewide basis, except those benefits which are not subject to subjects excluded from the scope of negotiations pursuant to the provisions of section

20.9, subsection 3.

b. For the negotiation of such a proposed, statewide collective bargaining agreement to become effective in the year following an election described in section 39.9, a ratification election referred to in section 20.17, subsection 4, shall not be held, and the parties shall not request arbitration as provided in section 20.22, subsection 1, until at least two weeks after the date of the beginning of the term of office of the governor in that year as prescribed in the Constitution of the State of Iowa. On or after the beginning of the term of office of the governor in that year as prescribed in the Constitution of the State of Iowa, the governor shall have the authority to reject such a proposed statewide collective bargaining agreement. If the governor does so, the parties shall commence collective bargaining in accordance with section 20.17. Such negotiation shall be complete not later than March 15 of that year, unless the parties mutually agree to a different deadline. The board shall adopt rules pursuant to chapter 17A providing for alternative deadlines for the completion of the procedures provided in sections 20.17, 20.19, 20.20, and 20.22 for negotiation of such statewide collective bargaining agreements in such years, which deadlines may be waived by mutual agreement of the parties.

Sec. 11. Section 20.17, subsection 9, Code 2017, is amended by striking the subsection.

Sec. 12. Section 20.22, subsections 2, 3, 7, 8, and 9, Code 2017, are amended to read as follows:

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

3. The submission of the impasse items to the arbitrator shall be limited to those items upon which the parties have not reached agreement. With respect to each such item, the

arbitrator's award shall be restricted to the final offers on each impasse item submitted by the parties to the arbitrator, except as provided in subsection 9, paragraph "b".

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

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

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

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

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

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

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

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

b. (1) However, for an arbitration involving a bargaining

unit that does not have at least thirty percent of members who are public safety employees, with respect to any increase in base wages, the arbitrator's award shall not exceed the lesser of the following percentages in any one-year period in the duration of the bargaining agreement:

(a) Three percent.

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

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

Sec. 13. Section 20.22, Code 2017, is amended by adding the following new subsection:

NEW SUBSECTION. 7A. For an arbitration involving a bargaining unit that does not have at least thirty percent of members who are public safety employees, the following shall apply:

a. The arbitrator shall consider and specifically address in the arbitrator's determination, in addition to any other relevant factors, the following factors:

(1) Comparison of base wages, hours, and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved. To the extent adequate, applicable data is available, the arbitrator shall also compare base wages, hours, and conditions of employment of the involved

public employees with those of private sector employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.

(2) The interests and welfare of the public.

(3) The financial ability of the employer to meet the cost of an offer in light of the current economic conditions of the public employer. The arbitrator shall give substantial weight to evidence that the public employer's authority to utilize funds is restricted to special purposes or circumstances by state or federal law, rules, regulations, or grant requirements.

b. The arbitrator shall not consider the following factors:

(1) Past collective bargaining agreements between the parties or bargaining that led to such agreements.

(2) The public employer's ability to fund an award through the increase or imposition of new taxes, fees, or charges, or to develop other sources of revenues.

Sec. 14. Section 20.26, unnumbered paragraph 4, Code 2017, is amended to read as follows:

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

Sec. 15. Section 20.29, Code 2017, is amended to read as follows:

20.29 Filing agreement — public access — internet site.

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

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

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

4. The board shall maintain an internet site that allows

searchable access to a database of collective bargaining agreements and other collective bargaining information.

Sec. 16. Section 20.30, Code 2017, is amended by striking the section and inserting in lieu thereof the following:

20.30 Supervisory member — no reduction before retirement.

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

Sec. 17. Section 20.31, subsection 2, unnumbered paragraph 1, Code 2017, is amended to read as follows:

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

Sec. 18. NEW SECTION. 20.32 Transit employees — applicability.

All provisions of this chapter applicable to employees described in section 20.3, subsection 10A, shall be applicable on the same terms and to the same degree to any transit employee if it is determined by the director of the department of transportation, upon written confirmation from the United States department of labor, that a public employer would lose federal funding under 49 U.S.C. §5333(b) if the transit employee is not covered under certain collective bargaining

rights.

Sec. 19. Section 22.7, subsection 69, Code 2017, is amended to read as follows:

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

Sec. 20. Section 22.7, Code 2017, is amended by adding the following new subsection:

NEW SUBSECTION. 70. Information indicating whether a public employee voted in a certification, retention and recertification, or decertification election held pursuant to section 20.15 or how the employee voted on any question on a ballot in such an election.

Sec. 21. Section 70A.17A, subsection 3, Code 2017, is amended by striking the subsection.

Sec. 22. Section 70A.19, Code 2017, is amended by striking the section and inserting in lieu thereof the following:

70A.19 Payroll deduction for employee organization dues prohibited.

The state, a state agency, a regents institution, a board of directors of a school district, a community college, or an area education agency, a county board of supervisors, a governing body of a city, or any other public employer as defined in section 20.3 shall not authorize or administer a deduction from the salaries or wages of its employees for membership dues to an employee organization as defined in section 20.3.

Sec. 23. Section 412.2, subsection 1, Code 2017, is amended to read as follows:

1. From the proceeds of the assessments on the wages and salaries of employees, of any such waterworks system, or other municipally owned and operated public utility, eligible to receive the benefits thereof. ~~Notwithstanding any provisions of section 20.9 to the contrary, a council, board of waterworks, or other board or commission which establishes a pension and annuity retirement system pursuant to this~~

~~chapter, shall negotiate in good faith with a certified employee organization as defined in section 20.3, which is the collective bargaining representative of the employees, with respect to the amount or rate of the assessment on the wages and salaries of employees and the method or methods for payment of the assessment by the employees.~~

Sec. 24. Section 602.1401, subsection 3, paragraph b, Code 2017, is amended to read as follows:

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

Sec. 25. TRANSITION PROCEDURES — EMERGENCY RULES.

1. As of the effective date of this division of this Act, parties, mediators, and arbitrators engaging in any collective bargaining procedures provided for in chapter 20, Code 2017, who have not, before the effective date of this division of this Act, completed such procedures, shall immediately terminate any such procedures in process. A collective bargaining agreement negotiated pursuant to such procedures in process shall not become effective. Parties, mediators, and arbitrators shall not engage in further collective bargaining procedures except as provided in this section. Such parties, on or after the effective date of this division of this Act, may commence collective bargaining in accordance with section 20.17, as amended in this division of this Act. If such parties include a state public employer and a state employee organization, negotiation of a proposed collective bargaining

agreement to become effective during the remainder of calendar year 2017 shall be complete not later than March 15, 2017, unless the parties mutually agree to a different deadline. If such parties include public employees represented by a certified employee organization who are employed by a public employer which is a school district, area education agency, or community college, negotiation of a proposed collective bargaining agreement to become effective during the remainder of calendar year 2017 shall be complete not later than June 30, 2017, unless the parties mutually agree to a different deadline.

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

Sec. 26. EFFECTIVE UPON ENACTMENT. This division of this Act, being deemed of immediate importance, takes effect upon enactment.

Sec. 27. APPLICABILITY.

1. With the exception of the section of this division of this Act amending section 20.6, subsection 1, this division of this Act does not apply to collective bargaining agreements which have been ratified in a ratification election referred to in section 20.17, subsection 4, for which an arbitrator has made a final determination as described in section 20.22, subsection 11, or which have become effective, where such events occurred before the effective date of this division of this Act. This division of this Act applies to all collective bargaining procedures provided for in chapter 20 occurring on and after the effective date of this division of this Act and collective bargaining agreements for which a ratification election referred to in section 20.17, subsection 4, is

held, for which an arbitrator makes a final determination as described in section 20.22, subsection 11, or which, unless otherwise provided in this section, become effective on or after the effective date of this division of this Act.

2. The provision of this division of this Act amending section 70A.19 does not apply to dues deductions required by collective bargaining agreements which have been ratified in a ratification election referred to in section 20.17, subsection 4, for which an arbitrator has made a final determination as described in section 20.22, subsection 11, or which have become effective, where such events occurred before the effective date of this division of this Act.

3. Section 20.15, subsection 2, as enacted by this division of this Act, does not apply to collective bargaining agreements with expiration dates occurring before April 1, 2018.

DIVISION II

EDUCATOR EMPLOYMENT MATTERS

Sec. 28. Section 279.13, subsections 2 and 5, Code 2017, are amended to read as follows:

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

5. Notwithstanding the other provisions of [this section](#), a temporary contract may be issued to a teacher for a period

of up to six months. Notwithstanding the other provisions of this section, a temporary contract may also be issued to a teacher to fill a vacancy created by a leave of absence in accordance with the provisions of [section 29A.28](#), which contract shall automatically terminate upon return from military leave of the former incumbent of the teaching position ~~and which contract.~~ Temporary contracts shall not be subject to the provisions of [sections 279.15 through 279.19](#), or [section 279.27](#). A separate extracurricular contract issued pursuant to [section 279.19A](#) to a person issued a temporary contract under [this section](#) shall automatically terminate with the termination of the temporary contract as required under [section 279.19A](#), subsection 8.

Sec. 29. Section 279.13, subsection 4, unnumbered paragraph 1, Code 2017, is amended to read as follows:

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

Sec. 30. Section 279.14, Code 2017, is amended to read as follows:

279.14 Evaluation criteria and procedures.

1. The board shall establish evaluation criteria and ~~shall implement~~ evaluation procedures. ~~If an exclusive bargaining representative has been certified, the board shall negotiate in good faith with respect to evaluation procedures pursuant to [chapter 20](#).~~

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

~~teaching contract in accordance with this chapter.~~

Sec. 31. Section 279.15, subsection 2, paragraph c, Code 2017, is amended to read as follows:

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

Sec. 32. Section 279.16, subsections 1, 2, 6, 7, 8, 9, and 10, Code 2017, are amended to read as follows:

1. The participants at the private hearing shall be at least a majority of the members of the board, and their legal representatives, if any, ~~the~~ and the witnesses for the parties. The superintendent, the superintendent's designated representatives, if any, the teacher's immediate supervisor, the teacher, and the teacher's representatives, if any, and the witnesses for the parties may participate in the hearing as well. The evidence at the private hearing shall be limited to the specific reasons stated in the superintendent's notice of recommendation of termination. ~~No~~ A participant in the hearing shall not be liable for any damages to any person if any statement at the hearing is determined to be erroneous as long as the statement was made in good faith. The superintendent shall present evidence and argument

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

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

6. If the teacher fails to timely request a private hearing or does not appear at the private hearing, the board may proceed and make a determination upon the superintendent's recommendation. ~~If the teacher fails to timely file a request for a private hearing, the determination shall be not later than May 31. If the teacher fails to appear at the private hearing, the determination shall be not later than five days after the scheduled date for the private hearing.~~ The board shall convene in open session and by roll call vote determine the termination or continuance of the teacher's contract and, if the board votes to continue the teacher's contract, whether to suspend the teacher with or without pay for a period specified by the board or issue the teacher a one-year, nonrenewable contract.

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

8. a. The record for a private hearing shall include:
~~a.~~ (1) All pleadings, motions, and intermediate rulings.

~~b.~~ (2) All evidence received or considered and all other submissions.

~~c.~~ (3) A statement of all matters officially noticed.

~~d.~~ (4) All questions and offers of proof, objections, and rulings thereon.

~~e.~~ (5) All findings and exceptions.

~~f.~~ (6) Any decision, opinion, or conclusion by the board.

~~g. Findings of fact~~

b. The decision of the board shall be based solely on the evidence in the record and on matters officially noticed in the record.

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

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

Sec. 33. Section 279.16, subsections 3 and 5, Code 2017, are amended by striking the subsections.

Sec. 34. Section 279.18, Code 2017, is amended to read as follows:

279.18 Appeal by ~~either party~~ teacher to court.

1. If ~~either party~~ a teacher rejects the adjudicator's board's decision, the ~~rejecting party~~ teacher shall, within thirty days of the initial filing of such decision, appeal to the district court of the county in which the administrative office of the school district is located. The notice of

appeal shall be immediately mailed by certified mail to the ~~other party~~ board. The ~~adjudicator~~ secretary of the board shall transmit to the reviewing court the original or a certified copy of the entire record which may be the subject of the petition. By stipulation of all parties to the review proceedings, the record of such a case may be shortened. A party unreasonably refusing to stipulate to limit the record may be taxed by the court for the additional cost. The court may require or permit subsequent corrections or additions to the shortened record.

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

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

3. An aggrieved or adversely affected party to the judicial

review proceeding may obtain a review of any final judgment of the district court by appeal to the supreme court. The appeal shall be taken as in other civil cases, although the appeal may be taken regardless of the amount involved.

4. For purposes of [this section](#), unless the context otherwise requires, ~~“rejecting party”~~ “teacher” shall include, but not be limited to, an instructor employed by a community college.

Sec. 35. Section 279.19, Code 2017, is amended to read as follows:

279.19 Probationary period.

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

2. In the case of the termination of a probationary teacher's contract, the contract may be terminated by the board of directors effective at the end of a school year without cause. The superintendent or the superintendent's designee shall notify the teacher not later than April 30 that the board has voted to terminate the contract effective at the end of the school year. The notice shall be in writing by letter, personally delivered, or mailed by certified mail. The notification shall be complete when received by the teacher. Within ten days after receiving the notice, the teacher may request a private conference with the school board to discuss the reasons for termination. The provisions of [sections 279.15 and 279.16](#) shall not apply to such a termination. However, if the probationary teacher is a beginning teacher who fails to demonstrate competence in the Iowa teaching standards in accordance with [chapter 284](#), the provisions of [sections 279.17 and 279.18](#) shall also apply.

3. The board's decision shall be final and binding unless the termination was based upon an alleged violation of a constitutionally guaranteed right of the teacher ~~or an alleged violation of public employee rights of the teacher under [section 20.10](#).~~

~~Notwithstanding any provision to the contrary, the grievance procedures of [section 20.18](#) relating to job performance or job retention shall not apply to a teacher during the first two years of the teacher's probationary period. However, this paragraph shall not apply to a teacher who has successfully completed a probationary period in a school district in Iowa.~~

Sec. 36. Section 279.19A, subsections 1, 2, 7, and 8, Code 2017, are amended to read as follows:

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

2. *a.* ~~An extracurricular contract shall be continued automatically in force and effect for equivalent periods, except as modified or terminated by mutual agreement of the board of directors and the employee, or terminated in accordance with [this section](#). An extracurricular contract shall initially be offered by the employing board to an individual on the same date that contracts are offered to teachers under [section 279.13](#). An extracurricular contract may be terminated at the end of a school year pursuant to [sections 279.15 through 279.19](#).~~ If the school district offers an extracurricular contract for a sport for the subsequent school year to an employee who is currently performing under an extracurricular contract for that sport, and the

employee does not wish to accept the extracurricular contract for the subsequent year, the employee may resign from the extracurricular contract within twenty-one days after it has been received.

~~b. Section 279.13, subsection 3, applies to this section.~~

If the provisions of an extracurricular contract executed under this section conflict with a collective bargaining agreement negotiated under chapter 20 and effective when the extracurricular contract is executed or renewed, the provisions of the collective bargaining agreement shall prevail.

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

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

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

Sec. 37. Section 279.23, subsection 1, paragraph c, Code 2017, is amended to read as follows:

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

Sec. 38. Section 279.23, subsection 5, Code 2017, is amended to read as follows:

5. Notwithstanding the other provisions of ~~this section~~, a temporary contract may be issued to an administrator for up to nine months. Notwithstanding the other provisions of this section, a temporary contract may also be issued to an administrator to fill a vacancy created by a leave of absence in accordance with the provisions of section 29A.28, which contract shall automatically terminate upon return from military leave of the former incumbent of the administrator

~~position and which contract.~~ Temporary contracts shall not be subject to the provisions of [sections 279.24](#) and [279.25](#).

Sec. 39. Section 279.24, subsections 2 and 4, Code 2017, are amended to read as follows:

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

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

Sec. 40. Section 279.24, subsection 5, paragraphs c, d, e, f, g, and h, Code 2017, are amended to read as follows:

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

d. The administrative law judge selected shall notify the secretary of the school board and the administrator in writing concerning the date, time, and location of the private hearing. The school board may be represented by a legal representative, if any, and the administrator shall appear and may be represented by counsel or by representative, if any. Any witnesses for the parties at the private hearing shall be sequestered. A transcript or recording shall be made of the proceedings at the private hearing. A school board member or administrator is not liable for any damage to an administrator or school board member if a statement made at the private hearing is determined to be erroneous as long as the statement

was made in good faith.

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

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

g. The decision of the school board shall be in writing

~~and shall include findings of fact and conclusions of law, separately stated. Findings of fact, if set forth in statutory language, shall be accompanied by a concise and explicit statement of the underlying facts supporting the findings. Each conclusion of law shall be supported by cited authority or by reasoned opinion.~~

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

Sec. 41. Section 279.27, Code 2017, is amended to read as follows:

279.27 Discharge of teacher.

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

2. For purposes of this section, "*just cause*" includes but is not limited to a violation of the code of professional conduct and ethics of the board of educational examiners if the board has taken disciplinary action against a teacher, during the six months following issuance by the board

of a final written decision and finding of fact after a disciplinary proceeding.

Sec. 42. Section 284.3, subsection 2, Code 2017, is amended to read as follows:

2. A school board shall provide for the following:

a. For purposes of comprehensive evaluations, standards and criteria which measure a beginning teacher's performance against the Iowa teaching standards specified in subsection 1, and the criteria for the Iowa teaching standards developed by the department in accordance with section 256.9, to determine whether the teacher's practice meets the requirements specified for a career teacher. These standards and criteria shall be set forth in an instrument provided by the department. The comprehensive evaluation and instrument are not subject to negotiations or grievance procedures pursuant to [chapter 20](#) or determinations made by the board of directors under [section 279.14](#). ~~A local school board and its certified bargaining representative may negotiate, pursuant to [chapter 20](#), evaluation and grievance procedures for beginning teachers that are not in conflict with this chapter. If, in accordance with [section 279.19](#), a beginning teacher appeals the determination of a school board to an adjudicator under [section 279.17](#), the adjudicator selected shall have successfully completed training related to the Iowa teacher standards, the criteria adopted by the state board in accordance with [subsection 3](#), and any additional training required under rules adopted by the public employment relations board in cooperation with the state board.~~

b. For purposes of performance reviews for teachers other than beginning teachers, evaluations that contain, at a minimum, the Iowa teaching standards specified in subsection 1, as well as the criteria for the Iowa teaching standards developed by the department in accordance with section 256.9, subsection 42. ~~A local school board and its certified bargaining representative may negotiate, pursuant to [chapter 20](#), additional teaching standards and criteria. A local school board and its certified bargaining representative shall negotiate, pursuant to [chapter 20](#), evaluation and grievance procedures for teachers other than beginning teachers that are~~

~~not in conflict with [this chapter](#).~~

Sec. 43. Section 284.4, subsection 1, paragraph c, subparagraphs (2) and (5), Code 2017, are amended to read as follows:

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

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

Sec. 44. Section 284.8, subsections 2 and 4, Code 2017, are amended to read as follows:

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

4. A teacher who is not meeting the applicable standards and criteria based on a determination made pursuant to subsection 2 shall participate in an intensive assistance program. However, a teacher who has previously participated

in an intensive assistance program relating to particular Iowa teaching standards or criteria shall not be entitled to participate in another intensive assistance program relating to the same standards or criteria and shall be subject to the provisions of subsection 5.

Sec. 45. Section 284.8, subsection 3, Code 2017, is amended by striking the subsection.

Sec. 46. Section 284.8, Code 2017, is amended by adding the following new subsection:

NEW SUBSECTION. 5. Following a teacher's participation in an intensive assistance program, the teacher shall be reevaluated to determine whether the teacher successfully completed the intensive assistance program and is meeting district expectations under the applicable Iowa teaching standards or criteria. If the teacher did not successfully complete the intensive assistance program or continues not to meet the applicable Iowa teaching standards or criteria, the board may do any of the following:

a. Terminate the teacher's contract immediately pursuant to section 279.27.

b. Terminate the teacher's contract at the end of the school year pursuant to section 279.15.

c. Continue the teacher's contract for a period not to exceed one year. However, the contract shall not be renewed and shall not be subject to section 279.15.

Sec. 47. REPEAL. Section 279.17, Code 2017, is repealed.

Sec. 48. EFFECTIVE UPON ENACTMENT. This division of this Act, being deemed of immediate importance, takes effect upon enactment.

Sec. 49. APPLICABILITY. This division of this Act applies to employment contracts of school employees entered into pursuant to chapter 279 on and after the effective date of this division of this Act. This division of this Act does not apply to collective bargaining agreements pursuant to chapter 20 which have been ratified in a ratification election referred to in section 20.17, subsection 4, for which an arbitrator has made a final determination as described in section 20.22, subsection 11, or which have become effective, where such events occurred before the effective date of this

division of this Act. This division of this Act applies to all collective bargaining procedures provided for in chapter 20 occurring on and after the effective date of this division of this Act and collective bargaining agreements pursuant to chapter 20 for which a ratification election referred to in section 20.17, subsection 4, is held, for which an arbitrator makes a final determination as described in section 20.22, subsection 11, or which, unless otherwise provided in this section, become effective on or after the effective date of this division of this Act.

DIVISION III

PERSONNEL RECORDS AND SETTLEMENT AGREEMENTS

Sec. 50. Section 22.7, subsection 11, paragraph a, subparagraph (5), Code 2017, is amended to read as follows:

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

Sec. 51. NEW SECTION. 22.13A Personnel settlement agreements — state employees — confidentiality — disclosure.

1. For purposes of this section:

a. "Personnel settlement agreement" means a binding legal agreement between a state employee and the state employee's employer, subject to section 22.13, to resolve a personnel dispute including but not limited to a grievance. "Personnel settlement agreement" does not include an initial decision by a state employee's employer concerning a personnel dispute or grievance.

b. "State employee" means an employee of the state who is an employee of the executive branch as described in sections 7E.2 and 7E.5.

2. Personnel settlement agreements shall not contain any confidentiality or nondisclosure provision that attempts to prevent the disclosure of the personnel settlement agreement.

In addition, any confidentiality or nondisclosure provision in a personnel settlement agreement is void and unenforceable.

3. The requirements of this section shall not be superseded by any provision of a collective bargaining agreement.

4. All personnel settlement agreements shall be made easily accessible to the public on an internet site maintained as follows:

a. For personnel settlement agreements with an employee of the executive branch, excluding an employee of the state board of regents or institution under the control of the state board of regents, by the department of administrative services.

b. For personnel settlement agreements with an employee of the state board of regents or institution under the control of the state board of regents, by the state board of regents.

5. *a.* A state agency shall not enter into a personnel settlement agreement with a state employee on behalf of the state unless the personnel settlement agreement is first reviewed by the attorney general or the attorney general's designee. Additionally, a state agency shall not enter into a personnel settlement agreement with a state employee on behalf of the state unless the agreement has been approved in writing by the following individuals:

(1) For a state agency other than an institution governed by the board of regents, the director of the department of management, the director of the department of administrative services, and the head of the state agency.

(2) For an institution governed by the board of regents, the executive director of the board of regents and the head of the institution.

b. If subparagraph (1) or (2) is not consistent with the provision of a collective bargaining agreement, a state agency shall provide the individuals referenced in this subsection, as applicable, with regular reports regarding any personnel settlement agreements entered into with state employees by the state agency.

Sec. 52. NEW SECTION. 22.15 Personnel records — discipline — employee notification.

A government body that takes disciplinary action against an employee that may result in information described in section

22.7, subsection 11, paragraph "a", subparagraph (5), being placed in the employee's personnel record, prior to taking such disciplinary action, shall notify the employee in writing that the information placed in the employee's personnel file as a result of the disciplinary action may become a public record.

Sec. 53. EFFECTIVE UPON ENACTMENT. This division of this Act, being deemed of immediate importance, takes effect upon enactment.

Sec. 54. APPLICABILITY. The section of this division of this Act amending section 22.7, subsection 11, applies to all information described in section 22.7, subsection 11, paragraph "a", subparagraph (5), as amended by this division of this Act, relating to information placed in an individual's personnel records on or after the effective date of this division of this Act.

DIVISION IV

CITY CIVIL SERVICE REQUIREMENTS

Sec. 55. Section 400.12, Code 2017, is amended to read as follows:

400.12 Seniority — extinguishment — reestablishment.

1. For the purpose of determining the seniority rights of civil service employees, seniority shall be computed, beginning with the date of appointment to or employment in any positions for which they were certified or otherwise qualified and established as provided in [this chapter](#), but shall not include any period of time exceeding sixty days in any one year during which they were absent from the service except for disability.

2. In the event that a civil service employee has more than one classification or grade, the length of the employee's seniority rights shall date in the respective classifications or grades from and after the time the employee was appointed to or began employment in each classification or grade. In the event that an employee has been promoted from one classification or grade to another, the employee's civil service seniority rights shall be continuous in any department grade or classification that the employee formerly held.

3. A list of all civil service employees shall be prepared

and posted in the city hall by the civil service commission on or before July 1 of each year, indicating the civil service standing of each employee as to the employee's seniority.

4. Unless otherwise provided in a collective bargaining agreement, a city council may extinguish the seniority rights, including but not limited to seniority accrued, provided pursuant to this section to all civil service employees who are not employed or appointed as a fire fighter or police officer, fire chief or police chief, or assistant fire chief or assistant police chief. A city council may subsequently reestablish seniority rights extinguished pursuant to this section for all employees who are not employed or appointed as a fire fighter or police officer, fire chief or police chief, or assistant fire chief or assistant police chief. Seniority rights reestablished in this way may include, but are not required to include, accrual of seniority for employment prior to the reestablishment of such rights.

Sec. 56. Section 400.17, subsection 4, Code 2017, is amended to read as follows:

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

Sec. 57. Section 400.18, Code 2017, is amended to read as follows:

400.18 Removal, discharge, demotion, or suspension.

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

or failure to act by the employee that is in contravention of law, city policies, or standard operating procedures, or that in the judgment of the person having the appointing power as provided in this chapter, or the chief of police or chief of the fire department, is sufficient to show that the employee is unsuitable or unfit for employment.

2. An employee who is removed, discharged, demoted, or suspended may request a hearing before the civil service commission to review the appointing authority's, police chief's, or fire chief's decision to remove, discharge, demote, or suspend the employee.

~~2.~~ 3. The party alleging neglect of duty, disobedience, misconduct, or failure to properly perform a duty city shall have the burden of proof to prove that the act or failure to act by the employee was in contravention of law, city policies, or standard operating procedures, or is sufficient to show that the employee is unsuitable or unfit for employment.

~~3.~~ 4. A person subject to a hearing has the right to be represented by counsel at the person's expense or by the person's authorized collective bargaining representative.

5. A collective bargaining agreement to which a bargaining unit that has at least thirty percent of members who are public safety employees as defined in section 20.3 is a party shall provide additional procedures not inconsistent with this section for the implementation of this section.

Sec. 58. Section 400.19, Code 2017, is amended to read as follows:

400.19 Removal, or discharge, demotion, or suspension of subordinates.

The person having the appointing power as provided in this chapter, or the chief of police or chief of the fire department, may, upon presentation of grounds for such action to the subordinate in writing, peremptorily remove, discharge, demote, or suspend, ~~demote, or discharge~~ a subordinate then under the person's or chief's direction ~~for neglect of duty, disobedience of orders, misconduct, or failure to properly perform the subordinate's duties due to any act or failure to act by the employee that is in contravention of law, city~~

policies, or standard operating procedures, or that in the judgment of the person or chief is sufficient to show that the employee is unsuitable or unfit for employment.

Sec. 59. Section 400.20, Code 2017, is amended to read as follows:

400.20 Appeal.

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

Sec. 60. Section 400.21, Code 2017, is amended to read as follows:

400.21 Notice of appeal.

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

Sec. 61. Section 400.22, Code 2017, is amended to read as follows:

400.22 Charges.

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

Sec. 62. Section 400.27, unnumbered paragraph 3, Code 2017, is amended to read as follows:

The city or any civil service employee shall have a right to

appeal to the district court from the final ruling or decision of the civil service commission. The appeal shall be taken within thirty days from the filing of the formal decision of the commission. The district court of the county in which the city is located shall have full jurisdiction of the appeal and the said appeal shall be a trial de novo as an equitable action in the district court. The scope of review for the appeal shall be limited to de novo appellate review without a trial or additional evidence.

Sec. 63. Section 400.28, Code 2017, is amended to read as follows:

400.28 Employees — number diminished.

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

~~a. Abolish the office and remove the employee from the employee's classification or grade thereunder.~~ Such a diminution shall be carried out in accordance with any procedures provided in a collective bargaining agreement to which a bargaining unit that has at least thirty percent of members who are public safety employees as defined in section 20.3 is a party, if applicable.

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

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

~~3. In case of removal or suspension, the civil service~~

~~commission shall issue to each person affected one certificate showing the person's comparative seniority or length of service in each of the classifications or grades from which the person is so removed and the fact that the person has been honorably removed. The certificate shall also list each classification or grade in which the person was previously employed. The person's name shall be carried for a period of not less than three years after the suspension or removal on a preferred list and appointments or promotions made during that period to the person's former duties in the classification or grade shall be made in the order of greater seniority from the preferred lists.~~

Sec. 64. EFFECTIVE UPON ENACTMENT. This division of this Act, being deemed of immediate importance, takes effect upon enactment.

DIVISION V

HEALTH INSURANCE MATTERS

Sec. 65. NEW SECTION. 70A.41 Public employee health insurance.

A public employer shall offer health insurance to all permanent, full-time public employees employed by the public employer. A public employer may offer health insurance to any other public employees employed by the public employer. All costs of such health insurance shall be determined as otherwise provided by law. For purposes of this section, "public employer" and "public employee" mean the same as defined in section 20.3.

Sec. 66. STATE AND REGENTS EMPLOYEE HEALTH INSURANCE — OPEN ENROLLMENT PERIOD. A thirty-day enrollment and change period for health insurance coverage may be established and administered for any employees of the state of Iowa, the state board of regents, or an institution governed by the state board of regents eligible to participate in a health insurance plan offered by the state, state board, or institution pursuant to chapter 509A, if the affected employees are provided written notice of the period at least thirty days before the beginning of the period and if the first day of such a period occurs in calendar year 2017.

Sec. 67. EFFECTIVE UPON ENACTMENT. This division of this

Act, being deemed of immediate importance, takes effect upon enactment.

LINDA UPMEYER
Speaker of the House

JACK WHITVER
President of the Senate

I hereby certify that this bill originated in the House and is known as House File 291, Eighty-seventh General Assembly.

CARMINE BOAL
Chief Clerk of the House

Approved _____, 2017

TERRY E. BRANSTAD
Governor