

Probationary Teacher vs. Non-Probationary Teacher

On February 17, 2017, Governor Branstad signed House File 291 into law. House File 291 made significant changes 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.

It was advised to the district by our legal counsel to include "Probationary" on each qualifying renewing contract to properly inform our staff as to what their classification is now that the new Chapter 279 laws are in place. Please note, the district has always tracked these classifications as require by law, they were just not included in the renewing contract. The word "Probationary" was added to each qualifying renewing contract to ensure that not only the district has made that clarification as to where each employee is listed; but also that the employee is aware and understands their employment rights. If your contract does not signify "Probationary" you would be classified as a "Non-Probationary" employee.

Iowa Code Chapter 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 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.

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.