

Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas
2 87th General Assembly
3 Regular Session, 2009
4

A Bill

SENATE BILL 30

5 By: Senator Hendren
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For An Act To Be Entitled

9 AN ACT TO LIMIT THE EMPLOYMENT CONTRACTS OF
10 SUPERINTENDENTS, DEPUTY SUPERINTENDENTS, AND
11 ASSISTANT SUPERINTENDENTS TO TWO YEARS, SUBJECT
12 TO ANNUAL RENEWAL; AND FOR OTHER PURPOSES.
13

Subtitle

14 TO LIMIT THE EMPLOYMENT CONTRACTS OF
15 SUPERINTENDENTS, DEPUTY SUPERINTENDENTS,
16 AND ASSISTANT SUPERINTENDENTS TO TWO
17 YEARS, SUBJECT TO ANNUAL RENEWAL.
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21 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:
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23 SECTION 1. Arkansas Code § 6-17-301 is amended to read as follows:
24 6-17-301. Employment of certified personnel.

25 (a)(1) ~~Except as prohibited under subsections (c) and (d) of this~~
26 ~~section, school boards of directors~~ A school board of directors may employ
27 ~~superintendents, deputy superintendents, assistant superintendents, and high~~
28 ~~school principals, as well as~~ department heads, coaches, teachers, and other
29 certified personnel, by written contract for a period of time not more than
30 three (3) years.

31 ~~(b)(2) The contracts~~ A contract may be renewed annually.

32 ~~(c) Beginning on July 16, 2003, through July 1, 2004, notwithstanding~~
33 ~~any other provision of law except for currently binding contractual~~
34 ~~obligations or enforceable court ordered mandates, no public school board of~~
35 ~~directors or the governing board of an education service cooperative or~~
36 ~~charter school may employ or extend the employment contract of any~~



~~1 superintendent, assistant superintendent, school principal, department head,
2 coach, teacher, or other certified or noncertified personnel for a period of
3 time more than one (1) fiscal year without the prior written approval of the
4 State Board of Education or the Commissioner of Education as allowed in
5 emergency situations.~~

~~6 (d) No employment contract or extension to an employment contract
7 entered on or after July 16, 2003, through July 1, 2004, may have a combined
8 total increase in salaries, income, and benefits of greater than seven and
9 one half percent (7.5%) of the immediate previous existing contract for the
10 same or substantially similar personnel position without the prior written
11 approval of the state board, except for salary or benefit increases
12 legislatively approved and mandated by the General Assembly, specifically
13 including, but not limited to, pay increases under The Educator Compensation
14 Act of 2001, §§ 6-17-2101 et seq. [Repealed], 6-5-307(a), and 6-20-412 or any
15 salary increase based on an increment for experience or training published in
16 a currently approved school district salary schedule.~~

17 (b)(1) A school board of directors may employ a superintendent, deputy
18 superintendent, and assistant superintendent.

19 (2)(A) Except as provided under subdivision (b)(3) of this
20 section, the contract of employment for a superintendent, deputy
21 superintendent, or assistant superintendent shall be in writing and shall be
22 limited to a period not to exceed two (2) years.

23 (B) A school board of directors may renew the contract of
24 employment for a superintendent, deputy superintendent, or assistant
25 superintendent for a period not to exceed two (2) years after the school
26 board of directors evaluates the person's performance.

27 (3)(A) A school board of directors may terminate the contract of
28 a superintendent, deputy superintendent, or assistant superintendent for:

29 (i) Failing to implement the best financial
30 practices recommended by the State Board of Education and the Department of
31 Education;

32 (ii) Failing management practices if the school
33 district is found to be in fiscal distress or academic distress or both; or

34 (iii) Failing management practices if any
35 administrative official with financial duties is indicted for the misuse or
36 misappropriation of school district funds.

1 (B) If a person's contract is terminated under this subdivision
2 and the school board of directors' decision is appealed to a court of
3 competent jurisdiction, the prevailing party in that action shall recover all
4 attorney's fees and costs of the matter from the party that does not prevail.

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