

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.

Act 1203 of the Regular Session

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

As Engrossed: S2/18/09

A Bill

SENATE BILL 345

5 By: Senator Hendren  
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8 **For An Act To Be Entitled**

9 AN ACT TO ALLOW A SUPERINTENDENT'S EMPLOYMENT  
10 CONTRACT WITH A SCHOOL DISTRICT TO BE TERMINATED  
11 FOR CAUSE AND WITHOUT THE SCHOOL DISTRICT HAVING  
12 ANY FURTHER FINANCIAL OBLIGATION TO THE  
13 SUPERINTENDENT UNDER CERTAIN CIRCUMSTANCES; AND  
14 FOR OTHER PURPOSES.

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16 **Subtitle**

17 TO ALLOW A SUPERINTENDENT'S EMPLOYMENT  
18 CONTRACT WITH A SCHOOL DISTRICT TO BE  
19 TERMINATED FOR CAUSE AND WITHOUT THE  
20 SCHOOL DISTRICT HAVING ANY FURTHER  
21 FINANCIAL OBLIGATION TO THE  
22 SUPERINTENDENT.  
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25 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
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27 SECTION 1. Arkansas Code § 6-17-301 is amended to read as follows:

28 6-17-301. Employment of certified personnel.

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

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



1       ~~(c) Beginning on July 16, 2003, through July 1, 2004, notwithstanding~~  
2 ~~any other provision of law except for currently binding contractual~~  
3 ~~obligations or enforceable court-ordered mandates, no public school board of~~  
4 ~~directors or the governing board of an education service cooperative or~~  
5 ~~charter school may employ or extend the employment contract of any~~  
6 ~~superintendent, assistant superintendent, school principal, department head,~~  
7 ~~coach, teacher, or other certified or noncertified personnel for a period of~~  
8 ~~time more than one (1) fiscal year without the prior written approval of the~~  
9 ~~State Board of Education or the Commissioner of Education as allowed in~~  
10 ~~emergency situations.~~

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

22       (b) A superintendent's contract of employment with a school district  
23 may be terminated for cause and without the school district having any  
24 further financial obligation to the superintendent if:

25               (1) The school district has:

26                       (A) Been placed on fiscal distress by the Department of  
27 Education because of:

28                               (i) Commitments made by the superintendent of which  
29 the school board of directors had no notice or knowledge; or

30                               (ii) A material misrepresentation made by the  
31 superintendent concerning the school district's finances that the school  
32 board of directors relied upon to the detriment of the school district;

33                       (B) Exhausted all appeals of the department's decision  
34 regarding the fiscal distress determination; and

35               (2) The superintendent was provided:

36                       (A) Notice of the reason for termination;

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(B) A hearing to allow the superintendent to explain or rebut the reasons stated in the notice; and

(C) A record of the hearing provided at the expense of the school district; and

(3) The superintendent's contract was terminated by a majority vote of the full school board of directors after the hearing described in subdivision (b)(2) of this section.

*/s/ Hendren*

**APPROVED: 4/7/2009**