

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 *As Engrossed: S3/8/07 S3/22/07 S3/26/07 S3/28/07*

2 86th General Assembly

A Bill

3 Regular Session, 2007

SENATE BILL 774

4

5 By: Senators Crumbly, Baker, Brown, Critcher, Faris, Hendren, G. Jeffress, J. Jeffress, Luker, T. Smith,
6 Wilkins

7 By: Representatives Allen, T. Baker, Blount, E. Brown, S. Dobbins, Rainey

8

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10 For An Act To Be Entitled

11 AN ACT TO PROVIDE INCENTIVES FOR TEACHER
12 RECRUITMENT AND RETENTION IN HIGH-PRIORITY SCHOOL
13 DISTRICTS; TO EQUALIZE TEACHER SALARIES BETWEEN
14 HIGH-PRIORITY SCHOOL DISTRICTS AND HIGHER PAYING
15 SURROUNDING SCHOOL DISTRICTS IN ARKANSAS; AND FOR
16 OTHER PURPOSES.

17

18

Subtitle

19 AN ACT TO PROVIDE INCENTIVES FOR TEACHER
20 RECRUITMENT AND RETENTION AND TO
21 EQUALIZE TEACHER SALARIES IN HIGH-
22 PRIORITY SCHOOL DISTRICTS WITH
23 SURROUNDING HIGHER PAYING SCHOOL
24 DISTRICTS.

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27 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

28

29 SECTION 1. Arkansas Code § 6-17-811 is amended to read as follows:
30 6-17-811. Incentives for teacher recruitment and retention in high-
31 priority districts.

32 (a)(1) For purposes of this section:

33 (A) "Baseline fund balance" means the total fund balances
34 of a high-priority district if the district's fund balances on June 30, 2007,
35 exceed twenty percent (20%) of the district's unrestricted ending fund
36 balance as of June 30, 2007.



1 ~~(A)~~(B) "High-priority district" means a public school
2 district of one thousand (1,000) or fewer students in which eighty percent
3 (80%) or more of public school students are eligible for the free or reduced-
4 price lunch program under the National School Lunch Act and have a three-
5 quarter average daily membership of one thousand (1,000) or fewer for the
6 ~~2003-2004~~ 2006-2007 school year;

7 ~~(B)~~(C) "Previous year" means the school year immediately
8 preceding the present school year; and

9 ~~(C)~~~~(i)~~(D)(i) "Teacher" or "teachers" means ~~those~~ certified
10 personnel who spend seventy percent (70%) of their time working directly with
11 students in a classroom setting teaching all grade-level or subject-matter
12 appropriate classes.

13 (ii) "Teacher" or "teachers" includes guidance
14 counselors and librarians.

15 *(iii) A bonus paid under this section is based on a full-time*
16 *equivalent teacher employed for the full contract year, and shall be prorated*
17 *for any teacher who is employed as less than a full-time equivalent or works*
18 *for less than a full contract year.*

19 (2) *The State Board of Education shall promulgate rules to*
20 *determine high-priority districts of the state.*

21 **(b) Beginning in the 2007-2008 school year, the state shall provide**
22 **funds to provide a high-priority district with incentives for teacher**
23 **retention and recruitment under subsections (c) or (d) of this section.**

24 ~~(b)~~(c) *Beginning in the ~~2004-2005~~ 2007-2008 school year and each*
25 *school year thereafter, a teacher licensed by the state board who ~~teaches~~*
26 *enters into a teaching contract and who completes the entire current school*
27 *year teaching ~~in a school~~ in a high-priority district shall at the end of the*
28 *school year and upon completion of his or her contracted teaching obligations*
29 *be entitled to receive in addition to all other contracted salary and*
30 *benefits:*

31 *(1) For a newly hired teacher who has not previously taught in a*
32 *high-priority district, a one (1) time signing bonus of four thousand dollars*
33 *(\$4,000) for the first year of service in the district to be paid upon*
34 *completion of the full year of teaching;*

35 *(2) For a newly hired teacher who meets the requirements of*
36 *subdivision (c)(1) of this section, who continues to teach in the same high-*

1 priority district, and who completes the second full year of contracted
2 teaching obligations, a new teacher bonus in the amount of three thousand
3 dollars (\$3,000) in addition to all other contracted salary and benefits;

4 (3) For a teacher who meets the requirements of subdivisions
5 (c)(1) and (2) of this section, who continues to teach in the same high-
6 priority district, and who completes a third year of contracted teaching
7 obligations, a new teacher bonus of three thousand dollars (\$3,000) in
8 addition to all other contracted salary and benefits;

9 (4) For a teacher who meets the requirements of subdivisions
10 (c)(1)-(3) of this section, who enters his or her fourth or subsequent year
11 of service with the same high-priority district or begins employment with a
12 high-priority district other than the high-priority district where he or she
13 was employed at the time he or she received a new teacher bonus under
14 subdivisions (c)(1)-(3) of this section, a retention bonus in the amount of
15 two thousand dollars (\$2,000) for the fourth and each subsequent complete
16 year of service in the high-priority district to be paid at the end of the
17 school year after completing all contractual obligations; and

18 (5) For a teacher employed in a high-priority district who does
19 not meet the requirements of subdivisions (c)(1)-(3) of this section, a
20 retention bonus in the amount of two thousand dollars (\$2,000) for each
21 complete year of service in the high-priority district to be paid at the end
22 of the school year after completing all contractual obligations.

23 (c)(1) No teacher shall be entitled to a bonus provided under this
24 section unless the teacher has fulfilled his or her contractual obligations
25 for the current school year.

26 (2) The superintendent of the high-priority district where the
27 teacher is employed shall certify in writing to the department that the
28 teacher has completed all contractual obligations for the school year.

29 ~~(1)(A) For new teachers, a one time signing bonus to work in any~~
30 ~~high priority district to be paid as follows:~~

31 ~~(i) Four thousand dollars (\$4,000) at the time a~~
32 ~~teacher not currently employed by the district signs a new contract to teach~~
33 ~~in a high priority district; and~~

34 ~~(ii) Three thousand dollars (\$3,000) at the~~
35 ~~beginning of each of the next two (2) subsequent years if the teacher~~
36 ~~continues teaching in the same high priority district.~~

1 ~~(B)(i) If a teacher has received bonus pay under~~
2 ~~subdivision (b)(1)(A) of this section and leaves the high-priority district~~
3 ~~before the end of the three-year bonus pay period, the teacher shall pay back~~
4 ~~the amount of the bonus received in the previous year.~~

5 ~~(ii) If the teacher leaves the district during the~~
6 ~~school year, the teacher shall pay back the previous year's bonus and the~~
7 ~~current year's bonus; and~~

8 ~~(2)(A) For all teachers not newly signed to work in the~~
9 ~~district, a retention bonus of two thousand dollars (\$2,000) shall be paid:~~

10 ~~(i) For the 2004-2005 school year; and~~

11 ~~(ii) At the beginning of each of the next two (2)~~
12 ~~subsequent years if the teacher continues to work in a high-priority~~
13 ~~district.~~

14 ~~(B)(i) If a teacher has received bonus pay under~~
15 ~~subdivision (b)(2)(A) of this section and voluntarily leaves the high-~~
16 ~~priority district before the end of the three-year bonus pay period, the~~
17 ~~teacher shall pay back on a pro-rata basis the amount of the bonus received~~
18 ~~in the previous years.~~

19 ~~(ii) If the teacher voluntarily leaves the district~~
20 ~~during the school year, the teacher shall pay back the previous year's bonus~~
21 ~~and the current year's bonus.~~

22 ~~(iii)(a) If a full-time equivalent teacher is~~
23 ~~reassigned involuntarily to a position that is not eligible for bonus pay~~
24 ~~under this section or is dismissed involuntarily by a school district, the~~
25 ~~teacher shall not be required to repay the applicable bonus pay.~~

26 ~~(b) The school district shall provide~~
27 ~~documentation to the Department of Education of the involuntary assignment or~~
28 ~~dismissal.~~

29 ~~(iv) If a teacher qualified to receive bonus pay~~
30 ~~under this section leaves the district due to a serious medical emergency,~~
31 ~~the teacher shall not be obligated to repay the bonus if the teacher provides~~
32 ~~a written statement from a licensed physician stating that the teacher is~~
33 ~~unable to work and must terminate his or her employment.~~

34 ~~(e) Any bonus pay awarded under this section to eligible full-time-~~
35 ~~equivalent teachers who do not work the entire school year shall be pro-rated~~
36 ~~based on the portion of the school year that the eligible teacher was~~

1 ~~employed by the high-priority school district.~~

2 (d)(1)(A) As an alternative to the bonuses paid under subsection (c)
3 of this section and in order to provide equity in teacher compensation, a
4 high-priority district shall supplement the salary of each teacher employed
5 by the high-priority district with a bonus equal to the difference between
6 the beginning salary of the high-priority district's salary schedule for
7 2007-2008 and an amount that is one thousand dollars (\$1,000) less than the
8 beginning salary as of June 30, 2007 of the highest paying salary schedule of
9 other public school districts:

10 (i) Within the county of the high-priority district;

11 or

12 (ii) Within a thirty-mile radius of the high school
13 of the high-priority district.

14 (B) For the 2008-2009 school year, if there are moneys
15 available from the 2007-2008 school year for the purposes of this subsection
16 (d), the state shall either:

17 (i) Continue to fund the bonus provided under
18 subdivision (d)(1)(A) in the 2008-2009 school year equal to the difference
19 between the beginning salary of the high-priority district's salary schedule
20 for 2008-2009 and an amount that is one thousand dollars (\$1,000) less than
21 the beginning salary as of June 30, 2008 of the highest paying salary
22 schedule of other public school districts:

23 (a) Within the county of the high-priority
24 district; or

25 (b) Within a thirty-mile radius of the high
26 school of the high-priority district; or

27 (ii)(a) Distribute the remaining moneys on a per
28 pupil basis to all eligible high-priority districts if funds are not
29 sufficient to fund an increase in the high-priority district salary schedule
30 for the 2008-2009 school year to within one thousand dollars (\$1,000) of the
31 highest paying salary schedule of other public school districts:

32 (1) Within the county of the high-
33 priority district; or

34 (2) Within a thirty-mile radius of the
35 high school of the high-priority district.

36 (b) Any funds distributed under subdivision

1 (d)(1)(B)(ii)(a) of this section shall only be used for the purpose of
2 providing a bonus to teachers employed by the high-priority district
3 receiving the distribution.

4 (2) A bonus under this subsection (d) shall be based on the
5 salary schedules of the highest-paying public school district in place on
6 June 30 of the previous year.

7 (3) A high-priority district shall elect to pay teacher bonuses
8 under either this subsection (d) or under subsection (c) of this section, but
9 not both.

10 (4)(A) If a newly hired teacher receives an increased salary
11 under this subsection (d) and leaves the high-priority district before the
12 end of three (3) years from the date of hire, the teacher shall pay back the
13 amount of the salary increase received in the previous year and for the
14 portion of a partial school year worked that exceeds the high-priority
15 district's regular teacher salary schedule.

16 (B) If a teacher receives an increased salary under this
17 subsection (d) leaves the high-priority district due to a serious medical
18 emergency, the teacher shall not be obligated to repay the salary increase if
19 the teacher provides a written statement from a licensed physician stating
20 that the teacher is unable to work and must terminate his or her employment.

21 (5) A high-priority district that receives state funds to
22 increase teacher salaries under this subsection (d) may not amend its salary
23 schedule in effect on the effective date of this subsection (d) to:

24 (A) Lower the starting salaries on the salary schedule; or

25 (B) Add years to the salary schedule.

26 (6) In order to receive state funding for increased teacher
27 salaries under this subsection (d), a high-priority district must pay the
28 minimum teacher salaries required by law.

29 (7)(A) For a high-priority district with a baseline fund
30 balance, the amount by which the district's total fund balances exceeds its
31 baseline fund balance in a fiscal year shall be deducted from the funding to
32 be provided under this subsection (d) in the following fiscal year.

33 (B) For any other high-priority district, the amount by
34 which the total fund balances for a fiscal year exceeds twenty percent (20%)
35 of the district's unrestricted ending fund balance for that year shall be
36 deducted from the funding to be provided under this subsection (d) in the

1 following fiscal year.

2 ~~(d)~~(e) The department shall:

3 (1) Monitor the implementation of the incentive ~~program~~ programs
4 established by this section; and

5 (2) Collect data to be used to evaluate the incentive ~~program's~~
6 programs' effectiveness.

7 (f) If the Commissioner of Education notifies the state board that a
8 teacher obligated to repay any portion of the incentives for teacher
9 retention and recruitment provided for in this section has failed to fully
10 satisfy the teacher's obligation, the state board may suspend or refuse to
11 renew the teacher's license, pursuant to the procedures outlined in § 6-17-
12 410, until the teacher's obligation is paid in full.

13 (g) The General Assembly finds and determines that the teacher
14 retention and recruitment incentives provided for in this section are in
15 addition to, and in excess of, the amount of funds distributed to school
16 districts to enable school districts and the State of Arkansas to provide a
17 general, suitable, and efficient education as required by the Arkansas
18 Constitution.

19
20 SECTION 3. EMERGENCY CLAUSE. It is found and determined by the
21 General Assembly of the State of Arkansas that there are school districts in
22 economically depressed and low property wealth areas of the state that face
23 difficulties competing with surrounding, geographically close school
24 districts with regard to teacher salaries, and that such condition makes it
25 difficult for districts in such economically depressed and low property
26 wealth areas to recruit and retain qualified teachers; that this act will
27 provide assistance to those high-priority districts to assist them in
28 recruiting and retaining such teachers; and that this act is immediately
29 necessary to provide that assistance for the 2007-2008 school year.
30 Therefore, an emergency is declared to exist and this act being immediately
31 necessary for the preservation of the public peace, health, and safety shall
32 become effective on:

33 (1) The date of its approval by the Governor;

34 (2) If the bill is neither approved nor vetoed by the Governor,
35 the expiration of the period of time during which the Governor may veto the
36 bill; or

