

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 86th General Assembly  
3 Regular Session, 2007  
4

*As Engrossed: H3/30/07*

# A Bill

SENATE BILL 826

5 By: Senator Bryles  
6 By: Representative Kenney  
7

## For An Act To Be Entitled

10 AN ACT TO AMEND ARKANSAS CODE § 6-17-811  
11 CONCERNING INCENTIVES FOR TEACHER RECRUITMENT AND  
12 RETENTION IN HIGH-PRIORITY DISTRICTS; AND FOR  
13 OTHER PURPOSES.  
14

## Subtitle

15 AN ACT TO AMEND ARKANSAS CODE § 6-17-811  
16 CONCERNING INCENTIVES FOR TEACHER  
17 RECRUITMENT AND RETENTION IN HIGH-  
18 PRIORITY DISTRICTS.  
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22 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
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24 SECTION 1. Arkansas Code § 6-17-811 is amended to read as follows:  
25 6-17-811. Incentives for teacher recruitment and retention in high-  
26 priority districts.

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

28 (A) "High-priority district" means a public school  
29 district:

30 (i) of one thousand (1,000) or fewer students in In  
31 which eighty percent (80%) or more of public school students are eligible for  
32 the free or reduced-price lunch program under the National School Lunch Act  
33 based on the October 1 student count of the previous year submitted to the  
34 Department of Education; and

35 (ii) That had ~~have~~ a three-quarter average daily  
36 membership in the previous year of one thousand (1,000) or fewer students ~~for~~



1 ~~the 2003-2004 school year;~~

2 (B)(i) "New teacher bonus" means an incentive bonus  
3 provided under subdivisions (b)(1)-(3) of this section to a teacher that is  
4 within the first three (3) years of employment with a single high-priority  
5 district.

6 (ii) A teacher is not entitled to receive a new  
7 teacher bonus from any high-priority district other than the high-priority  
8 district that first employed the teacher and paid the teacher a new teacher  
9 bonus;

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

12 (D) "Retention bonus" means an incentive bonus provided  
13 under subdivision (b)(4) or subdivision (b)(5) of this section; and

14 ~~(C)(i)(E)(i)~~ "Teacher" or "teachers" means those a  
15 certified classroom teacher personnel who spend spends seventy percent (70%)  
16 of their his or her time working directly with students in a classroom  
17 setting teaching all grade-level or subject-matter appropriate classes.

18 (ii) "Teacher" or "teachers" includes guidance  
19 counselors and librarians.

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

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

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

33 (2) For a newly hired teacher who meets the requirements of  
34 subdivision (b)(1) of this section, who continues to teach in the same high-  
35 priority district, and who completes the second full year of contracted  
36 teaching obligations, a new teacher bonus in the amount of three thousand

1 dollars (\$3,000) in addition to all other contracted salary and benefits;

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

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

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

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

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

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

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

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

35 ~~(B)(i) If a teacher has received bonus pay under~~  
36 ~~subdivision (b)(1)(A) of this section and leaves the high priority district~~

1 ~~before the end of the three year bonus pay period, the teacher shall pay back~~  
2 ~~the amount of the bonus received in the previous year.~~

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

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

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

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

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

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

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

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

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

32 ~~(e)(d)~~ Any bonus pay awarded under this section to eligible full-time-  
33 equivalent teachers who do not work the entire school year shall be pro rated  
34 based on the portion of the school year that the eligible teacher was  
35 employed by the high-priority ~~school~~ district.

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

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

3                   (2) Collect data to be used to evaluate the incentive program's  
4 effectiveness; and

5                   (3) Promulgate any necessary rules to administer the  
6 requirements of this teacher recruitment and retention program.

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*/s/ Bryles*

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