

1 State of Arkansas
2 95th General Assembly
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As Engrossed: H1/16/25

A Bill

HOUSE BILL 1025

4
5 Representatives *McGruder, A. Collins, D. Garner, Springer*

For An Act To Be Entitled

AN ACT TO CREATE THE TEACHER FAIR DISMISSAL ACT OF
2025; AND FOR OTHER PURPOSES.

Subtitle

TO CREATE THE TEACHER FAIR DISMISSAL ACT
OF 2025.

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

SECTION 1. Arkansas Code § 6-13-808, concerning the Arkansas Traveling Teacher Program, is amended to add an additional subsection to read as follows:

(i) An agreement for traveling teacher services under this section is not governed by or subject to the provisions of The Teacher Fair Dismissal Act of 2025, § 6-17-3001 et seq.

SECTION 2. Arkansas Code § 6-15-2610 is amended to read as follows:
6-15-2610. Construction with other state law.

To the extent that the provisions of this subchapter or the terms of an approved Rewarding Excellence in Achievement Program plan directly conflict with any provision of § 6-17-201 et seq., The Teacher Fair Dismissal Act of 2025, § 6-17-3001 et seq., or the provisions of any other state law relating to the compensation of public school teachers, the provisions of this subchapter and the approved Rewarding Excellence in Achievement Program plan shall control.

SECTION 3. Arkansas Code § 6-15-2804(a), concerning requirements for



1 schools that are designated as schools of innovation, is amended to add an
2 additional subdivision to read as follows:

3 (12) Adhere to The Teacher Fair Dismissal Act of 2025, § 6-17-
4 3001 et seq.

5
6 SECTION 4. Arkansas Code § 6-17-204(c)(2)(B)(ii), concerning personnel
7 policies incorporated into teachers' contracts, is amended to read as
8 follows:

9 (ii)(a) A provision that states that due to the
10 policy change, each continuing employee under contract shall have the power
11 to unilaterally exercise the power of rescission within a period of thirty
12 (30) days after the school district board of directors takes final action by
13 providing to the school district board of directors a notice of rescission in
14 the form of a letter of resignation during the period of thirty (30) days.

15 (b) For continuing contract employees covered
16 under The Teacher Fair Dismissal Act of 2025, § 6-17-3001 et seq., the power
17 of rescission in this section shall be in addition to the power of rescission
18 provided under § 6-17-3006.

19
20 SECTION 5. Arkansas Code § 6-17-812(b)(3), concerning agreements
21 entered into by teachers to receive compensation for teaching more than the
22 maximum number of students permitted, is amended to add an additional
23 subdivision to read as follows:

24 (C) The provisions of The Teacher Fair Dismissal Act of
25 2025, § 6-17-3001 et seq., do not apply to an agreement entered into between
26 a teacher and a school district under this section.

27
28 SECTION 6. Arkansas Code § 6-17-2807(g) and (h), concerning a teacher
29 placed in intensive support status under the Teacher Excellence and Support
30 System, are amended to read as follows:

31 (g)(1)(A) Upon review and approval of the documentation, the
32 superintendent may recommend termination or nonrenewal of the teacher's
33 contract.

34 (B) A recommendation for termination or nonrenewal of a
35 teacher's contract under this section shall be made pursuant to the authority
36 granted to a superintendent for recommending termination or nonrenewal under

1 The Teacher Fair Dismissal Act of 2025, § 6-17-3001 et seq.

2 (2)(A) When a superintendent makes a recommendation for
3 termination or nonrenewal of a teacher's contract under this section, the
4 public school shall provide a written notice to the teacher.

5 (B) A notice shall meet the minimum requirements under The
6 Teacher Fair Dismissal Act of 2025, § 6-17-3001 et seq., but is exempt from
7 the provisions of § 6-17-3004(b).

8 (3)(A) If ~~the~~ a public school has substantially complied with
9 the requirements of this section, the public school is entitled to a
10 rebuttable presumption that the public school has a substantive basis for the
11 termination or nonrenewal of the teacher's contract under the applicable
12 standard for termination or nonrenewal under The Teacher Fair Dismissal Act
13 of 2025, § 6-17-3001 et seq.

14 (B) The presumption may be rebutted by the teacher during
15 an appeal under The Teacher Fair Dismissal Act of 2025, § 6-17-3001 et seq.

16 (h) This section does not preclude a public school superintendent
17 from:

18 (1) Making a recommendation for the termination or nonrenewal of
19 a teacher's contract for any lawful reason under The Teacher Fair Dismissal
20 Act of 2025, § 6-17-3001 et seq.; or

21 (2) Including in a recommendation for termination or nonrenewal
22 of a teacher's contract under this section any other lawful reason for
23 termination or nonrenewal under The Teacher Fair Dismissal Act of 2025, § 6-
24 17-3001 et seq.

25
26 SECTION 7. Arkansas Code Title 6, Chapter 17, is amended to add an
27 additional subchapter to read as follows:

28 Subchapter 30 – The Teacher Fair Dismissal Act of 2025

29
30 6-17-3001. Title.

31 This subchapter shall be known and may be cited as “The Teacher Fair
32 Dismissal Act of 2025”.

33
34 6-17-3002. Definitions.

35 (a) As used in this subchapter:

36 (1)(A) “Probationary teacher” means a teacher who has not

1 completed three (3) successive years of employment in the public school
2 district in which the teacher is currently employed.

3 (B)(i) A teacher employed in a public school district in
4 this state for at least three (3) years shall be deemed to have completed the
5 probationary period.

6 (ii) However, by a majority vote of its directors,
7 an employing public school district may provide for one (1) additional year
8 of probationary status; and

9 (2) "Teacher" means any person, exclusive of the public school
10 district superintendent or assistant superintendent, employed in an Arkansas
11 public school district who is required to hold a teaching license from the
12 State Board of Education as a condition of employment.

13 (b) A teacher who has completed three (3) successive years of
14 employment in the school district in which the teacher is employed on July 4,
15 2025, or a teacher who has been given credit for a prior service in another
16 public school district as authorized by subdivision (a)(1)(B)(i) of this
17 section, is deemed to have completed the required probationary period.

18
19 6-17-3003. Construction.

20 (a) The General Assembly finds that the:

21 (1) Current standard, which requires cause that is not
22 arbitrary, capricious, or discriminatory for the nonrenewal, termination, or
23 suspension of a teacher, should be raised to a standard of just and
24 reasonable cause; and

25 (2) Current standard for compliance with this subchapter and a
26 public school district's personnel policies of strict compliance should be
27 lowered to substantial compliance.

28 (b) This subchapter is not a teacher tenure law in that it does not
29 confer lifetime appointment of teachers.

30 (c) A nonrenewal, termination, suspension, or other disciplinary
31 action by a public school district shall be void unless the public school
32 district substantially complies with all provisions of this subchapter and
33 the public school district's applicable personnel policies.

34
35 6-17-3004. Evaluation – Effect.

36 (a) Each teacher employed by a board of directors of a public school

1 district shall be evaluated in writing under the Teacher Excellence and
2 Support System, § 6-17-2801 et seq.

3 (b) At a time other than an evaluation conducted under the Teacher
4 Excellence and Support System, § 6-17-2801 et seq., if a public school
5 district superintendent or other public school administrator charged with the
6 supervision of a teacher believes or has reason to believe that the teacher
7 is having difficulties or problems meeting the expectations of the public
8 school district or its administration and the administrator believes or has
9 reason to believe that the problems could lead to termination or nonrenewal
10 of contract, the public school district superintendent or other public school
11 administrator shall:

12 (1) In writing, bring the problems and difficulties to the
13 attention of the teacher involved; and

14 (2) Document the efforts that have been undertaken to assist the
15 teacher to correct whatever appears to be the cause for potential termination
16 or nonrenewal.

17
18 6-17-3005. Teacher personnel file.

19 (a) A public school district shall maintain a personnel file for each
20 teacher that shall be available to the teacher for inspection and copying at
21 the teacher's expense during normal office hours.

22 (b) A teacher may submit for inclusion in his or her personnel file
23 written information in response to any of the material contained in the
24 personnel file.

25
26 6-17-3006. Contract renewal – Notice of nonrenewal – Rescission.

27 (a) Each contract of employment made between a teacher and a public
28 school district board of directors shall be renewed in writing on the same
29 terms and for the same salary, unless increased or decreased by law, for the
30 next school year succeeding the date of termination fixed therein.

31 (b) A renewal of a contract of employment made between a teacher and a
32 public school district board of directors may be made by an endorsement on
33 the existing contract instrument unless:

34 (1) By May 1 of the contract year, the teacher is notified by
35 the public school district superintendent that the public school district
36 superintendent is recommending that the teacher's contract not be renewed;

1 (2) During the period of the contract or within ten (10)
2 calendar days after the end of the school year, a teacher sends by certified
3 or registered mail to the president, vice president, or secretary of the
4 public school district board of directors, with a copy provided to the public
5 school district superintendent, or delivers in person to the president, vice
6 president, or secretary of the public school district board of directors,
7 with a copy provided to the public school district superintendent, his or her
8 resignation as a teacher; or

9 (3) The contract is superseded by another contract between the
10 parties.

11 (c)(1) Termination, nonrenewal, or suspension shall be only upon the
12 recommendation of the public school district superintendent.

13 (2)(A) A notice of nonrenewal shall be delivered in person to a
14 teacher or mailed by registered or certified mail to a teacher at the
15 teacher's resident address as reflected in the teacher's personnel file.

16 (B) The notice of recommended nonrenewal of a teacher
17 shall include a statement of the reasons for the recommendation, setting
18 forth the reasons in separately numbered paragraphs so that a reasonable
19 teacher can prepare a defense.

20 (d)(1) A teacher shall not be required to sign and return a contract
21 for the next school year any sooner than thirty (30) days after the contract
22 is issued to the teacher.

23 (2) A teacher may unilaterally rescind any signed contract no
24 later than ten (10) days after the end of the school year.

25
26 6-17-3007. Notice of termination recommendation.

27 (a) A teacher may be terminated only during the term of a contract:

28 (1) When there is a reduction in force created by districtwide
29 reduction in licensed staff;

30 (2) For incompetent performance;

31 (3) For conduct that materially interferes with the continued
32 performance of the teacher's duties;

33 (4) For repeated or material neglect of duty; or

34 (5) For other just and reasonable cause.

35 (b) A public school district superintendent:

36 (1) Shall notify a teacher of a recommendation for termination

1 of the teacher; and

2 (2)(A) May notify a public school resource officer assigned to
3 the public school campus on which the teacher is employed of the
4 recommendation for termination of the teacher.

5 (B)(i) A public school district superintendent shall not
6 disclose any additional details regarding a recommendation for termination of
7 a teacher to a public school resource officer assigned to the public school
8 campus on which the teacher is employed unless the public school district
9 superintendent, in his or her discretion and based on relevant information,
10 believes there are risks to:

11 (a) Campus security; and

12 (b) Student safety.

13 (ii) Additional details regarding a recommendation
14 for termination of the teacher include without limitation:

15 (a) The underlying reasons for a
16 recommendation for termination of the teacher;

17 (b) The identity of other individuals involved
18 in a recommendation for termination of the teacher, including without
19 limitation other teachers, students, administrators employed at or attending
20 the public school campus where the teacher is employed, and parents or legal
21 guardians of students attending the public school campus where the teacher is
22 employed; and

23 (c) Further disciplinary actions taken against
24 the teacher in addition to the recommendation for termination of the teacher.

25 (C) If a public school district superintendent determines
26 that disclosure of additional details regarding a recommendation for
27 termination of teacher is necessary under subdivision (b)(2)(B) of this
28 section, the public school district superintendent shall limit the disclosure
29 of the additional details to the minimum amount of information that he or she
30 believes is necessary for the public school resource officer assigned to the
31 public school campus on which the teacher is employed to ensure campus
32 security and student safety.

33 (c)(1) A notice for termination shall include a statement of the
34 reasons for the recommendation of termination, setting forth the reasons in
35 separately numbered paragraphs so that a reasonable teacher can prepare a
36 defense.

1 (2) A notice shall be delivered in person to the teacher or sent
2 by registered or certified mail to the teacher at the teacher's resident
3 address as reflected in the teacher's personnel file.

4
5 6-17-3008. Suspension.

6 (a) If a public school district superintendent has reason to believe
7 that cause exists for the termination of a teacher and that immediate
8 suspension of the teacher is necessary, the public school district
9 superintendent may suspend the teacher without notice or a hearing.

10 (b) A public school district superintendent:

11 (1) Shall notify a teacher of the suspension in writing within
12 two (2) school days of the suspension; and

13 (2)(A) May notify a public school resource officer assigned to
14 the public school campus on which the teacher is employed of the teacher's
15 suspension.

16 (B)(i) A public school district superintendent shall not
17 disclose any additional details regarding a suspension of the teacher to a
18 public school resource officer assigned to the public school campus on which
19 the teacher is employed unless the public school district superintendent, in
20 his or her discretion and based on relevant information, believes there are
21 risks to:

22 (a) Campus security; and

23 (b) Student safety.

24 (ii) Additional details regarding the suspension of
25 the teacher include without limitation:

26 (a) The underlying reasons for the suspension
27 of the teacher;

28 (b) The identity of other individuals involved
29 in the suspension of the teacher, including without limitation other
30 teachers, students, administrators employed at or attending the public school
31 campus where the teacher is employed, and parents or legal guardians of
32 students attending the public school campus where the teacher is employed;
33 and

34 (c) Further disciplinary actions taken against
35 a teacher in addition to the suspension, unless the further disciplinary
36 actions include a recommendation for the termination of the teacher.

1 (C) If a public school district superintendent determines
2 that disclosure of additional details regarding the suspension of a teacher
3 is necessary under subdivision (b)(2)(B) of this section, the public school
4 district superintendent shall limit the disclosure of the additional details
5 to the minimum amount of information that he or she believes is necessary for
6 the public school resource officer assigned to the public school campus on
7 which the teacher is employed to ensure campus security and student safety.

8 (c)(1) A written notice shall include a statement of the reasons for
9 suspension or recommended termination, setting forth the reasons in
10 separately numbered paragraphs so that a reasonable teacher can prepare a
11 defense.

12 (2) The written notice shall be delivered in person to the
13 teacher or sent by registered or certified mail to the teacher at the
14 teacher's residence address as reflected in the teacher's personnel file and
15 shall state that a hearing before the public school district board of
16 directors is available to the teacher upon request provided that the request
17 is made in writing within the time provided in § 6-17-3009.

18 (d) A hearing shall be scheduled by the president, vice president, or
19 secretary of the public school district board of directors and the teacher
20 and shall be held within the time and manner provided in § 6-17-3009 after a
21 request for the hearing is received by the public school district board of
22 directors.

23 (e) If sufficient grounds for termination or suspension are found, a
24 public school district board of directors may terminate a teacher or continue
25 the suspension for a definite period of time.

26 (f) The salary of a suspended teacher shall cease as of the date the
27 public school district board of directors sustains the suspension.

28 (g) If sufficient grounds for termination or suspension are not found,
29 a teacher shall be reinstated without loss of compensation.

30
31 6-17-3009. Hearing.

32 (a) A teacher who receives a notice of recommended termination or
33 nonrenewal may file a written request with the public school district board
34 of directors for a hearing.

35 (b) A written request for a hearing shall be sent by certified or
36 registered mail to the president, vice president, or secretary of the public

1 school district board of directors, with a copy provided to the public school
2 district superintendent, or may be delivered in person by the teacher to the
3 president, vice president, or secretary of the public school district board
4 of directors, with a copy provided to the public school district
5 superintendent, within thirty (30) calendar days after the written notice of
6 proposed termination or nonrenewal is received by the teacher.

7 (c) Upon receipt of a request for a hearing, a public school district
8 board of directors shall grant a hearing in accordance with the following
9 provisions:

10 (1) The hearing shall take place at a time agreed upon in
11 writing by the parties, but if no time can be agreed upon, then the hearing
12 shall be held no fewer than five (5) calendar days nor more than twenty (20)
13 calendar days after the written request has been received by the public
14 school district board of directors;

15 (2)(A) The hearing shall be private unless the teacher or the
16 public school district board of directors request that the hearing be public.

17 (B) If the hearing is public, the parent or legal guardian
18 of any student under eighteen (18) years of age who offers testimony may
19 elect to have the student's testimony offered in private;

20 (3) The teacher and the public school district board of
21 directors may be represented by representatives of their choosing;

22 (4) A full record of the proceedings at the hearing shall be
23 made and preserved only if:

24 (A) The public school district board of directors elect to
25 make and preserve a record of the hearing at its own expense, in which event
26 a copy shall be furnished the teacher, upon request, without cost to the
27 teacher; or

28 (B) A written request is filed with the public school
29 district board of directors by the teacher at least twenty-four (24) hours
30 before the time set for the hearing, in which event the board of directors
31 shall make and preserve at its own expense a record of the hearing and shall
32 furnish a transcript to the teacher without cost; and

33 (5) The public school district board of directors shall not
34 consider at the hearing any new reasons which were not specified in the
35 notices required by this subchapter.

36 (d) Nothing in this section shall preclude a public school district

1 that officially recognizes in its policies an organization representing the
2 majority of the teachers of the public school district for the purpose of
3 negotiating personnel policies, salaries, and educational matters of mutual
4 concern under a written policy agreement from conducting a single nonrenewal
5 hearing when all the public school district's teachers are recommended for
6 nonrenewal provided that each teacher at such hearing shall be given an
7 opportunity to make comments to be included in the hearing record.

8
9 6-17-3010. Board action on termination or nonrenewal – Appeal.

10 (a)(1) Upon conclusion of its hearing with respect to the termination
11 or nonrenewal of a contract of a teacher who has been employed as a full-time
12 teacher by the public school district for less than three (3) continuous
13 years, a public school district board of directors shall take action on the
14 recommendations by the public school district superintendent with respect to
15 the termination or nonrenewal of the teacher's contract.

16 (2) A public school district board of directors' decision on the
17 nonrenewal of a probationary teacher shall be final.

18 (b)(1) A licensed teacher who has been employed continuously by the
19 public school district three (3) or more years or who may have achieved
20 nonprobationary status pursuant to § 6-17-3002 may be terminated or the
21 public school district board of directors may refuse to renew the contract of
22 the teacher only:

23 (A) When there is a reduction in force created by
24 districtwide reduction in licensed personnel;

25 (B) For incompetent performance;

26 (C) For conduct that materially interferes with the
27 continued performance of the teacher's duties;

28 (D) For repeated or material neglect of duty; or

29 (E) For other just and reasonable cause.

30 (2)(A) Upon completion of a hearing, a public school district
31 board of directors, within ten (10) days after the hearing, shall:

32 (i) Uphold the recommendation of the public school
33 district superintendent to terminate or not renew the teacher's contract;

34 (ii) Reject or modify the public school district
35 superintendent's recommendation to terminate or not renew the teacher's
36 contract; or

1 (iii) Vote to continue the contract of the teacher
2 under such restrictions, limitations, or assurances as the public school
3 district board of directors may deem to be in the best interest of the public
4 school district.

5 (B) A decision shall be reached by a public school
6 district board of directors within ten (10) days from the date of the
7 hearing, and a copy of the decision shall be furnished in writing to the
8 teacher involved, either by personally delivering it to the teacher or by
9 mailing it by registered or certified mail to the teacher's resident address
10 as reflected in the teacher's personnel file.

11 (c) Following a hearing granted to a teacher, a public school district
12 board of directors, by majority vote, shall make specific written conclusions
13 with regard to the truth of each reason provided to the teacher in support of
14 the recommended termination or nonrenewal.

15 (d)(1) The exclusive remedy for any nonprobationary teacher aggrieved
16 by a decision made by a public school district board of directors shall be an
17 appeal to the circuit court of the county in which the public school district
18 is located, within seventy-five (75) days of the date of written notice of
19 the action of the board of directors.

20 (2) Additional testimony and evidence may be introduced on
21 appeal to show facts and circumstances showing that the termination or
22 nonrenewal was lawful or unlawful.

23
24 SECTION 8. Arkansas Code § 6-20-1909(a)(5), concerning powers of the
25 Commissioner of Elementary and Secondary Education with respect to public
26 school districts in fiscal distress, is amended to read as follows:

27 (5) Waive the application of Arkansas law or the corresponding
28 State Board of Education rules, with the exception of:

29 (A) Special education programs as provided in this title;
30 (B) Criminal background checks for employees as provided
31 in this title; ~~and~~

32 (C) Health and safety codes as established by the State
33 Board of Education and local governmental entities; and

34 (D) The Teacher Fair Dismissal Act of 2025, § 6-17-3001 et
35 seq.;

36

1 SECTION 9. Arkansas Code § 6-21-811(g)(6), concerning steps the
2 Division of Public School Academic Facilities and Transportation may take
3 when a public school district is classified as being in facilities distress
4 under the Academic Facilities Distress Program, is amended to read as
5 follows:

6 (6) Waive the application of Arkansas law or the corresponding
7 State Board of Education or commission rules, with the exception of:

8 (A) Special education programs as provided in this title;

9 (B) Conducting criminal background checks for employees as
10 provided in this title; ~~and~~

11 (C) Health and safety codes as established by the state
12 board, the commission, and local governmental entities; and

13 (D) The Teacher Fair Dismissal Act of 2025, § 6-17-3001 et
14 seq.;

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16 /s/McGruder
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