

1 STATE OF OKLAHOMA

2 1st Session of the 52nd Legislature (2009)

3 CONFERENCE COMMITTEE SUBSTITUTE

4 FOR ENGROSSED

5 SENATE BILL 394

By: Stanislawski of the Senate

and

Sullivan and Duncan of the  
House

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9 CONFERENCE COMMITTEE SUBSTITUTE

10 An Act relating to schools; amending 70 O.S. 2001,  
11 Section 6-101, as last amended by Section 1, Chapter  
12 185, O.S.L. 2005 (70 O.S. Supp. 2008, Section 6-101),  
13 which relates to teacher contracts; modifying date by  
14 which certain notifications regarding contracts must  
15 occur; amending Section 1, Chapter 152, O.S.L. 2008  
16 (70 O.S. Supp. 2008, Section 6-122.4), which relates  
17 to the Teach for America Program; expanding certain  
18 exception; directing State Board of Education to  
19 issue teaching certificate to individuals who meet  
20 certain requirements; specifying requirements; and  
21 providing an effective date.

22 BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

23 SECTION 1. AMENDATORY 70 O.S. 2001, Section 6-101, as  
24 last amended by Section 1, Chapter 185, O.S.L. 2005 (70 O.S. Supp.  
2008, Section 6-101), is amended to read as follows:

Section 6-101. A. Except as provided in subsection E of this  
section, no person shall be permitted to teach in any school  
district of the state without a written contract, except as provided

1 herein for substitute teachers and except teachers of classes in  
2 adult education. Except as provided in subsection J of this  
3 section, the board of education of each school district, wherein  
4 school is expected to be conducted for the ensuing year, shall  
5 employ and contract in writing with qualified teachers for and in  
6 the name of the district. One copy of the contract shall be filed  
7 with the clerk of the board of education and one copy shall be  
8 retained by the teacher.

9 B. Except as otherwise provided by subsection J of this section  
10 and any other law, no board of education shall have authority to  
11 enter into any written contract with a teacher who does not hold a  
12 valid certificate issued or recognized by the State Board of  
13 Education authorizing said teacher to teach the grades or subject  
14 matter for which the teacher is employed. Any board of education  
15 paying or authorizing the payment of the salary of any teacher not  
16 holding a certificate, as required herein, shall be adjudged to be  
17 guilty of a fraudulent expenditure of public funds and members  
18 voting for such payment shall be held jointly responsible for the  
19 return of the amount of any public monies thus expended, upon suit  
20 brought by the district attorney or by any interested citizen in the  
21 district where such funds have been expended.

22 C. It shall be the duty of the superintendent of schools under  
23 whose supervision teachers have been contracted to teach to certify  
24 to the treasurer of the contracting district the names of the

1 teachers holding valid certificates with whom contracts have been  
2 made and the names of substitute teachers employed in accordance  
3 with law. The treasurer shall not register any warrant issued in  
4 payment of salary to any teacher whose name is not included in such  
5 list and shall be liable on the official bond for the treasurer for  
6 the amount of any warrant registered in violation of the provisions  
7 of this section.

8 D. Whenever any person shall enter into a contract with any  
9 school district in Oklahoma to teach in such school district the  
10 contract shall be binding on the teacher and on the board of  
11 education until the teacher legally has been discharged from the  
12 teaching position or released by the board of education from the  
13 contract. Except as provided in Section 5-106A of this title, until  
14 such teacher has been thus discharged or released, the teacher shall  
15 not have authority to enter into a contract with any other board of  
16 education in Oklahoma for the same time covered by the original  
17 contract. If upon written complaint by the board of education in a  
18 district any teacher is reported to have failed to obey the terms of  
19 the contract previously made and to have entered into a contract  
20 with another board of education without having been released from  
21 the former contract except as provided in Section 5-106A of this  
22 title, the teacher, upon being found guilty of such charge at a  
23 hearing held before the State Board of Education, shall have such

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1 teacher's certificate suspended for the remainder of the term for  
2 which the contract was made.

3 E. A board of education shall have authority to enter into  
4 written contracts with teachers for the ensuing fiscal year prior to  
5 the beginning of such year. If, prior to ~~April 10~~ the first Monday  
6 in June, a board of education has not entered into a written  
7 contract with a regularly employed teacher or notified the teacher  
8 in writing by registered or certified mail that a recommendation has  
9 been made not to reemploy the teacher for the ensuing fiscal year,  
10 and if, by ~~April 25~~ fifteen (15) days after the first Monday in  
11 June, such teacher has not notified the board of education in  
12 writing by registered or certified mail that such teacher does not  
13 desire to be reemployed in such school district for the ensuing  
14 year, such teacher shall be considered as employed on a continuing  
15 contract basis and on the same salary schedule used for other  
16 teachers in the school district for the ensuing fiscal year, and  
17 such employment and continuing contract shall be binding on the  
18 teacher and on the school district.

19 F. Whenever a school district is engaged in contract  
20 negotiations with teachers employed by that school district after  
21 the school year has begun and the teachers are employed on a  
22 continuing contract basis, the school district shall, beginning at  
23 the first of the school year, pay the teachers any state-mandated  
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1 salary increases and salary schedule increases to which each teacher  
2 is otherwise entitled.

3 G. No school district or any member of the board of education  
4 of a district shall be liable for the payment of compensation to a  
5 teacher or administrator under the provisions of any contract for  
6 the ensuing year, if it becomes necessary to close the school  
7 because of insufficient attendance, disorganization, annexation,  
8 consolidation, or by dispensing with the school according to law,  
9 provided, such cause is known or action is taken prior to July 1 of  
10 such ensuing year.

11 H. No school district or any member of a board of education  
12 shall be liable for the payment of compensation to any teacher or  
13 administrator for the unexpired term of any contract if the school  
14 building to which the teacher or administrator has been assigned is  
15 destroyed by accident, storm, fire, or otherwise and it becomes  
16 necessary to close the school because of inability to secure a  
17 suitable building or buildings for continuation of school. Teachers  
18 and administrators shall be entitled to pay for any time lost when  
19 school is closed on account of epidemics or otherwise when an order  
20 for such closing has been issued by a health officer authorized by  
21 law to issue the order.

22 I. A teacher may contract with more than one school district  
23 for the same school year as provided in Section 5-106A of this  
24 title.

1 J. A board of education shall have authority to enter into  
2 written contracts for the ensuing fiscal year prior to the beginning  
3 of the year with persons who are not certified or licensed to teach  
4 by the State Board of Education as long as the person is actively in  
5 the process of securing certification or licensure. The person  
6 shall not be allowed to teach in a classroom until the person has  
7 met or completed all of the requirements for licensure or  
8 certification as provided for in Section 6-190 of this title. If  
9 the person has not obtained valid certification or licensure by the  
10 first day of the ensuing school year, the contract shall be  
11 terminated.

12 SECTION 2. AMENDATORY Section 1, Chapter 152, O.S.L.  
13 2008 (70 O.S. Supp. 2008, Section 6-122.4), is amended to read as  
14 follows:

15 Section 6-122.4 A. The State Board of Education shall issue a  
16 two-year, nonrenewable license to teach to any person who has been  
17 accepted into the Teach for America Program and has on file with the  
18 Board a current Oklahoma criminal history record from the Oklahoma  
19 State Bureau of Investigation as well as a national criminal history  
20 record check as defined in Section 150.9 of Title 74 of the Oklahoma  
21 Statutes. Upon receipt of the Oklahoma criminal history record, the  
22 Board may issue a temporary license which shall be effective until  
23 receipt of the national fingerprint-based criminal history record.

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1 The person applying for a license shall be responsible for the cost  
2 of the criminal history records.

3 B. Notwithstanding ~~the provisions of Section 6-195 of Title 70~~  
4 ~~of the Oklahoma Statutes, teachers issued a license pursuant to this~~  
5 ~~section shall not be subject to the requirements of the residency~~  
6 ~~program, but shall complete any other provision of law, the State~~  
7 ~~Board of Education shall issue a certificate to teach to any~~  
8 ~~individual who has:~~

9 1. Been issued a license pursuant to subsection A of this  
10 section;

11 2. Completed the coursework requirements established for  
12 participants of the Teach for America Program. ~~Upon successful~~  
13 ~~completion of the coursework, the teacher shall be issued a~~  
14 ~~certificate to teach by the State Board of Education after~~  
15 ~~completion of the;~~

16 3. Successfully passed the assessment requirements established  
17 by Teach for America for participants of the Teach for America  
18 Program; and

19 4. Submitted an application and payment of the certification  
20 fee as prescribed by the Board.

21 SECTION 3. This act shall become effective November 1, 2009.

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