

1 **SENATE FLOOR VERSION**

2 March 1, 2022

3 SENATE BILL NO. 1379

By: Garvin of the Senate

4 and

5 McEntire of the House

6  
7  
8 An Act relating to school employment; amending 70  
9 O.S. 2021, Section 5-142, which relates to criminal  
10 history record check requirements for school  
11 employees; allowing for a record check to not be  
12 required for a person employed in certain position  
13 within certain time period of record check  
14 completion; amending 70 O.S. 2021, Section 6-101,  
15 which relates to teacher contracts; allowing a school  
16 district board of education to enter into a written  
17 contract for student mental health counseling with a  
18 non-certified person if certain conditions are met;  
19 providing for inapplicability of certain definition;  
20 and declaring an emergency.

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

22 SECTION 1. AMENDATORY 70 O.S. 2021, Section 5-142, is  
23 amended to read as follows:

24 Section 5-142. A. Except as otherwise provided for in  
subsection F of this section, for purposes of employment, a board of  
education may request in writing to the State Board of Education  
that a national criminal history record check be conducted of any  
employee of the school and shall request such information for any

1 person seeking employment with the school; provided that a board of  
2 education shall not be required to obtain a new criminal history  
3 record check for an individual who has obtained certification from  
4 the State Department of Education within the previous twelve (12)  
5 months. The Oklahoma State Bureau of Investigation (OSBI) shall  
6 obtain fingerprints of the employee or prospective employee and  
7 require that the person pay a search fee not to exceed Fifty Dollars  
8 (\$50.00) or the cost of the search, whichever is the lesser amount.  
9 The fee shall be deposited in the OSBI Revolving Fund. School  
10 districts may reimburse employees for the cost of the search. The  
11 State Board of Education shall contact the Oklahoma State Bureau of  
12 Investigation for any national criminal history record of the person  
13 within fourteen (14) working days of receiving a written request  
14 from the board of education.

15 B. The Oklahoma State Bureau of Investigation shall provide the  
16 national criminal history record check requested by the State Board  
17 of Education within fourteen (14) working days from the receipt of  
18 the request. The Bureau may contact the Federal Bureau of  
19 Investigation to obtain the information requested.

20 C. The State Board of Education shall provide the information  
21 received from the Oklahoma State Bureau of Investigation to the  
22 board of education within fourteen (14) days from the receipt of the  
23 information. The State Board of Education shall provide any follow-  
24 up information received from the OSBI concerning a person for which

1 a national criminal history record check was requested to the  
2 employing board of education.

3 D. For the purpose of this section:

4 1. "Board of education" includes both public and private boards  
5 of education within or outside this state;

6 2. "Employing agency" means a political subdivision or law  
7 enforcement agency in this state;

8 3. "Law enforcement officer" means a peace or police officer  
9 who is certified by the Council on Law Enforcement Education and  
10 Training;

11 4. "National criminal history record check" means a national  
12 criminal history record check as defined in Section 150.9 of Title  
13 74 of the Oklahoma Statutes; and

14 5. "Prospective employee" means an individual who has received  
15 an offer of temporary employment from a school district pending the  
16 results of the national criminal history record check.

17 E. Each public board of education within this state shall  
18 promulgate a statement regarding the felony record search policy for  
19 that school district. The policy may permit temporary employment of  
20 prospective employees for a maximum of sixty (60) days pending  
21 receipt of results of national criminal history record check  
22 requests. The temporary employment of the prospective employee  
23 shall terminate after sixty (60) days unless the school district  
24 receives the results of the national criminal history record check.

1 The sixty-day temporary employment period shall begin on the first  
2 day the prospective employee reports for duty at the employing  
3 school district. Prospective employees shall be notified of the  
4 requirement, the fee, and the reimbursement policy when first  
5 interviewed concerning employment. The school district's  
6 reimbursement policy shall provide, at a minimum, that employees  
7 shall be promptly reimbursed in full for the fee if employed by the  
8 district at the time the national criminal history record check  
9 request is made unless the person was employed pending receipt of  
10 results as set forth above.

11 F. 1. Any person who has been employed as a full-time teacher  
12 by a school district in this state and applies for employment as a  
13 full-time teacher in another school district in this state may not  
14 be required to have a national criminal history record check if the  
15 teacher produces a copy of a national criminal history record check  
16 completed within the preceding five (5) years and a letter from the  
17 school district in which the teacher was employed stating the  
18 teacher left in good standing.

19 2. For any person applying for employment as a substitute  
20 teacher, a national criminal history record check shall be required  
21 for the school year; provided, however, a board of education may  
22 choose whether to require a national criminal history record check  
23 from a prospective substitute teacher who has been employed by the  
24 school district in the last year. Any person applying for

1 employment as a substitute teacher in more than one school district  
2 shall only be required to have one national criminal history record  
3 check, and, upon the request of the substitute teacher, that record  
4 check shall be sent to all other school districts in which the  
5 substitute teacher is applying to teach.

6 3. Any person employed as a full-time teacher by a school  
7 district in this state in the five (5) years immediately preceding  
8 an application for employment as a substitute teacher may not be  
9 required to have a national criminal history record check, if the  
10 teacher produces a copy of a national criminal history record check  
11 completed within the preceding five (5) years and a letter from the  
12 school district in which the teacher was last employed stating the  
13 teacher left in good standing.

14 4. Any person employed as a substitute teacher by a school  
15 district in this state for a minimum of five (5) years immediately  
16 preceding an application for employment as a full-time teacher in a  
17 school district in this state may not be required to have a national  
18 criminal history record check if the teacher produces a copy of a  
19 national criminal history record check completed within the  
20 preceding five (5) years and a letter from the school district in  
21 which the teacher was employed as a substitute teacher stating the  
22 teacher left in good standing.

23 5. Any person employed as a full-time teacher by a school  
24 district in this state for ten (10) or more consecutive years

1 immediately preceding an application for employment as a substitute  
2 teacher in the same school district may not be required to have a  
3 national criminal history record check for as long as the person  
4 remains employed for consecutive years by that school district as a  
5 substitute teacher, if the teacher left full-time employment in good  
6 standing. If the teacher applies for employment as a substitute  
7 teacher in another school district, a national criminal history  
8 record check shall be required.

9 6. Any person employed on a part-time or full-time basis by a  
10 school district in this state to provide mental health counseling as  
11 provided for in subsection J of Section 6-101 of this title may not  
12 be required to have a national criminal history record check or an  
13 Oklahoma criminal history record check from the Oklahoma State  
14 Bureau of Investigation if the person produces copies of the record  
15 checks completed within the preceding five (5) years.

16 G. 1. Except as otherwise provided by this subsection, any  
17 teacher employed by an Oklahoma school district prior to ~~the~~  
18 ~~effective date of this act~~ May 19, 2020, who does not have an  
19 Oklahoma criminal history record check from the Oklahoma State  
20 Bureau of Investigation as well as a national criminal history  
21 record check, as defined in Section 150.9 of Title 74 of the  
22 Oklahoma Statutes, on file with his or her employing district as  
23 required by this section shall complete the criminal history record  
24 checks upon the next renewal of his or her Standard Teaching

1 Certificate as required by Section 6-154.1 of this title or State  
2 Board of Education administrative rules promulgated thereto.

3       2. Except as otherwise provided by this subsection, any other  
4 person employed by an Oklahoma school district prior to the  
5 effective date of this act who does not have an Oklahoma criminal  
6 history record check from the Oklahoma State Bureau of Investigation  
7 as well as a national criminal history record check, as defined in  
8 Section 150.9 of Title 74 of the Oklahoma Statutes, on file with his  
9 or her employing district as required by this section shall have  
10 until July 1, 2022, to complete the criminal history record checks.

11       3. Any teacher eligible to retire from the Teachers' Retirement  
12 System of Oklahoma who does not have an Oklahoma criminal history  
13 record check from the Oklahoma State Bureau of Investigation as well  
14 as a national criminal history record check, as defined in Section  
15 150.9 of Title 74 of the Oklahoma Statutes, on file with his or her  
16 employing district as required by this section shall complete the  
17 criminal history record checks by the earlier of the following  
18 dates:

- 19           a. July 1, 2022, or  
20           b. at the next renewal of his or her Standard Teaching  
21           Certificate as required by Section 6-154.1 of this  
22           title or State Board of Education administrative rules  
23           promulgated thereto.

24

1 H. The provisions of this section shall not apply to technology  
2 center employees hired on a part-time or temporary basis for the  
3 instruction of adult students only.

4 I. The provisions of this section shall not apply to law  
5 enforcement officers who are employed by an employing agency at the  
6 time of application for employment at a public school district.

7 J. Nothing in this section shall be construed to impose  
8 liability on school districts, except in negligence, for employing  
9 prospective employees within the sixty-day temporary employment  
10 window pending the results of the national criminal history record  
11 check.

12 SECTION 2. AMENDATORY 70 O.S. 2021, Section 6-101, is  
13 amended to read as follows:

14 Section 6-101. A. Except as provided in subsection E of this  
15 section, no person shall be permitted to teach in any school  
16 district of the state without a written contract, except as provided  
17 herein for substitute teachers and except teachers of classes in  
18 adult education. Except as provided in subsection J of this  
19 section, the board of education of each school district, wherein  
20 school is expected to be conducted for the ensuing year, shall  
21 employ and contract in writing with qualified teachers for and in  
22 the name of the district. One copy of the contract shall be filed  
23 with the clerk of the board of education and one copy shall be  
24 retained by the teacher.



1 B. Except as otherwise provided by subsections J and K of this  
2 section and any other law, no board of education shall have  
3 authority to enter into any written contract with a teacher who does  
4 not hold an Oklahoma criminal history record check as required by  
5 Section 6-190 of this title and who does not hold a valid  
6 certificate issued or recognized by the State Board of Education  
7 authorizing the teacher to teach the grades or subject matter for  
8 which the teacher is employed. Any board of education paying or  
9 authorizing the payment of the salary of any teacher not holding a  
10 certificate, as required herein, shall be adjudged to be guilty of a  
11 fraudulent expenditure of public funds and members voting for such  
12 payment shall be held jointly responsible for the return of the  
13 amount of any public monies thus expended, upon suit brought by the  
14 district attorney or by any interested citizen in the district where  
15 such funds have been expended.

16 C. It shall be the duty of the superintendent of schools under  
17 whose supervision teachers have been contracted to teach to certify  
18 to the treasurer of the contracting district the names of the  
19 teachers holding valid certificates and student teachers with whom  
20 contracts have been made and the names of substitute teachers  
21 employed in accordance with law. The treasurer shall not register  
22 any warrant issued in payment of salary to any teacher whose name is  
23 not included in such list and shall be liable on the official bond

24

1 for the treasurer for the amount of any warrant registered in  
2 violation of the provisions of this section.

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

21 E. A board of education shall have authority to enter into  
22 written contracts with teachers for the ensuing fiscal year prior to  
23 the beginning of such year. If, prior to the first Monday in June,  
24 a board of education has not entered into a written contract with a

1 regularly employed teacher or notified the teacher in writing by  
2 registered or certified mail that a recommendation has been made not  
3 to reemploy the teacher for the ensuing fiscal year, and if, by  
4 fifteen (15) days after the first Monday in June, such teacher has  
5 not notified the board of education in writing by registered or  
6 certified mail that such teacher does not desire to be reemployed in  
7 such school district for the ensuing year, such teacher shall be  
8 considered as employed on a continuing contract basis and on the  
9 same salary schedule used for other teachers in the school district  
10 for the ensuing fiscal year, and such employment and continuing  
11 contract shall be binding on the teacher and on the school district.

12 F. Whenever a school district is engaged in contract  
13 negotiations with teachers employed by that school district after  
14 the school year has begun and the teachers are employed on a  
15 continuing contract basis, the school district shall, beginning at  
16 the first of the school year, pay the teachers any state-mandated  
17 salary increases and salary schedule increases to which each teacher  
18 is otherwise entitled.

19 G. No school district or any member of the board of education  
20 of a district shall be liable for the payment of compensation to a  
21 teacher or administrator under the provisions of any contract for  
22 the ensuing year, if it becomes necessary to close the school  
23 because of insufficient attendance, disorganization, annexation,  
24 consolidation, or by dispensing with the school according to law;i

1 provided, such cause is known or action is taken prior to July 1 of  
2 such ensuing year.

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

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

17 J. 1. A board of education shall have authority to enter into  
18 written contracts for the ensuing fiscal year prior to the beginning  
19 of the year with persons who are not certified to teach by the State  
20 Board of Education as long as the person is actively in the process  
21 of securing certification. The person shall not be allowed to teach  
22 in a classroom until the person has met or completed all of the  
23 requirements for certification as provided for in Section 6-190 of  
24 this title. If the person has not obtained valid certification by

1 the first day of the ensuing school year, the contract shall be  
2 terminated.

3 2. A board of education of a school district shall have  
4 authority to enter into a written contract for student mental health  
5 counseling with a person who is not certified by the State Board of  
6 Education as a school counselor or a school psychologist if the  
7 person is licensed to practice mental health counseling in the State  
8 of Oklahoma and has completed record checks as required by Section  
9 5-142 of this title. A person employed by a board of education in  
10 accordance with the provisions of this paragraph shall not be  
11 considered a teacher as defined by Section 1-116 of this title.

12 K. A board of education of a school district shall have the  
13 authority to enter into written contracts for employment for the  
14 ensuing fiscal year with persons who are student teachers as defined  
15 in Section 1-116 of this title while such persons are still student  
16 teachers. A student teacher shall not be allowed to teach in a  
17 classroom during the ensuing fiscal year until meeting or completing  
18 all of the requirements for certification as provided for in Section  
19 6-190 of this title. If the student teacher has not obtained valid  
20 certification by the first day of the ensuing school year, the  
21 contract shall be terminated. A board of education of a school  
22 district shall have the authority to commit to payment of a stipend  
23 or signing bonus to a student teacher as defined in Section 1-116 of  
24 this title while that person is still a student teacher, if that

1 person has entered into a written contract for employment for the  
2 ensuing fiscal year. A board of education shall make any such  
3 student teacher stipend or signing bonus conditional on such person  
4 fulfilling the first year of his or her contract for the ensuing  
5 fiscal year. Any stipend or signing bonus paid under the terms of  
6 this subsection shall not be considered compensation for purposes of  
7 teacher retirement or the minimum salary schedule.

8 L. A teacher whose certificate was suspended by the State Board  
9 of Education pursuant to Section 3-104 of this title and Sections  
10 314 and 314.1 of Title 75 of the Oklahoma Statutes shall be placed  
11 on suspension pursuant to the provisions of Section 6-101.29 of this  
12 title while proceedings for revocation or other action are pending  
13 before the State Board of Education. The provisions of this  
14 subsection shall not preclude the initiation of due process  
15 procedures in accordance with Section 6-101.20 et. seq of this  
16 title.

17 SECTION 3. It being immediately necessary for the preservation  
18 of the public peace, health, or safety, an emergency is hereby  
19 declared to exist, by reason whereof this act shall take effect and  
20 be in full force from and after its passage and approval.

21 COMMITTEE REPORT BY: COMMITTEE ON EDUCATION  
22 March 1, 2022 - DO PASS  
23  
24