

1 STATE OF OKLAHOMA

2 2nd Session of the 55th Legislature (2016)

3 COMMITTEE SUBSTITUTE
4 FOR ENGROSSED
5 HOUSE BILL NO. 2967

By: Nelson of the House

and

Holt of the Senate

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9 COMMITTEE SUBSTITUTE

10 [schools - authorizing certain school districts to
11 enter into contracts with student teachers -

~~effective date -~~

emergency]

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

15 SECTION 1. AMENDATORY 70 O.S. 2011, Section 1-116, as
16 amended by Section 1, Chapter 124, O.S.L. 2014 (70 O.S. Supp. 2015,
17 Section 1-116), is amended to read as follows:

18 Section 1-116. As used in this act:

19 1. "Teacher" means any person who is employed to serve as
20 district superintendent, principal, supervisor, counselor,
21 librarian, school nurse or classroom teacher, or in any other
22 instructional, supervisory, or administrative capacity, is defined
23 as a teacher. Such person shall not be deemed qualified unless the
24 person holds a valid certificate issued by and in accordance with

1 the rules of the State Board of Education, to perform the particular
2 services for which the person is employed;

3 2. "Superintendent" or "superintendent of schools" means the
4 executive officer of the board of education and the administrative
5 head of the school system of a district maintaining an accredited
6 school, provided the person holds an administrator's certificate
7 recognized by the State Board of Education;

8 3. "Principal" means any person other than a district
9 superintendent of schools having supervisory or administrative
10 authority over any school or school building having two or more
11 teachers. A teaching principal shall be a principal who devotes at
12 least one-half (1/2) the time school is in session to classroom
13 teaching. Teaching principals shall be required to hold
14 administrative certificates;

15 4. "Teachers" means, for purposes of complying with the State
16 Aid Law and other statutes which apportion money on the basis of
17 teaching units or the number of teachers employed or qualified, all
18 persons holding proper certificates and connected in any capacity
19 with the instruction of pupils;

20 5. "Resident teacher" means any certified teacher who is
21 employed in a local school to serve as a classroom teacher under the
22 guidance and assistance of a mentor teacher or teachers and
23 residency committee. Any such person shall have completed the
24 program of the college or school of education of the accredited

1 institution of higher learning from which the person has been
2 graduated;

3 6. "Student teacher" means any student who is enrolled in an
4 institution of higher learning approved by the State Board of
5 Education for teacher training and who is jointly assigned by such
6 institution of higher learning and the board of education of a
7 ~~school district's board of education~~ district to perform practice
8 teaching under the direction of a regularly employed and certified
9 teacher. A student teacher, ~~while serving a nonsalaried internship~~
10 ~~under the supervision of a certified teacher,~~ shall be accorded the
11 same protection of the laws as that accorded the certified teacher;

12 7. "School nurse" means a person employed full time by a board
13 of education who is a registered nurse licensed by the Oklahoma
14 State Board of Nurse Registration and Nursing Education, and is
15 certified the same as a teacher by the State Department of
16 Education. Provided, that any person who is employed as a full-time
17 nurse in any school district in Oklahoma, but who is not registered
18 on the effective date of this act, may continue to serve in the same
19 capacity; however, such person shall, under rules adopted by the
20 State Board of Education, attend classes in nursing and prepare to
21 become registered.

22 A school nurse employed by a board of education shall be
23 accorded the same protection of laws and all other benefits accorded
24 a certified teacher; and

1 8. "Support employee" means an employee who provides those
2 services which are not performed by certified teachers, principals,
3 superintendents or administrators and which are necessary for the
4 efficient and satisfactory functioning of a school district.

5 SECTION 2. AMENDATORY 70 O.S. 2011, Section 6-101, as
6 amended by Section 4, Chapter 124, O.S.L. 2014 (70 O.S. Supp. 2015,
7 Section 6-101), is amended to read as follows:

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

19 B. Except as otherwise provided by ~~subsection~~ subsections J and
20 K of this section and any other law, no board of education shall
21 have authority to enter into any written contract with a teacher who
22 does not hold a valid certificate issued or recognized by the State
23 Board of Education authorizing said teacher to teach the grades or
24 subject matter for which the teacher is employed. Any board of

1 education paying or authorizing the payment of the salary of any
2 teacher not holding a certificate, as required herein, shall be
3 adjudged to be guilty of a fraudulent expenditure of public funds
4 and members voting for such payment shall be held jointly
5 responsible for the return of the amount of any public monies thus
6 expended, upon suit brought by the district attorney or by any
7 interested citizen in the district where such funds have been
8 expended.

9 C. It shall be the duty of the superintendent of schools under
10 whose supervision teachers have been contracted to teach to certify
11 to the treasurer of the contracting district the names of the
12 teachers holding valid certificates and student teachers with whom
13 contracts have been made and the names of substitute teachers
14 employed in accordance with law. The treasurer shall not register
15 any warrant issued in payment of salary to any teacher or student
16 teacher whose name is not included in such list and shall be liable
17 on the official bond for the treasurer for the amount of any warrant
18 registered in violation of the provisions of this section.

19 D. Whenever any person shall enter into a contract with any
20 school district in Oklahoma to teach in such school district the
21 contract shall be binding on the teacher and on the board of
22 education until the teacher legally has been discharged from the
23 teaching position or released by the board of education from the
24 contract. Except as provided in Section 5-106A of this title, until

1 such teacher has been thus discharged or released, the teacher shall
2 not have authority to enter into a contract with any other board of
3 education in Oklahoma for the same time covered by the original
4 contract. If upon written complaint by the board of education in a
5 district any teacher is reported to have failed to obey the terms of
6 the contract previously made and to have entered into a contract
7 with another board of education without having been released from
8 the former contract except as provided in Section 5-106A of this
9 title, the teacher, upon being found guilty of such charge at a
10 hearing held before the State Board of Education, shall have such
11 teacher's certificate suspended for the remainder of the term for
12 which the contract was made.

13 E. A board of education shall have authority to enter into
14 written contracts with teachers for the ensuing fiscal year prior to
15 the beginning of such year. If, prior to the first Monday in June,
16 a board of education has not entered into a written contract with a
17 regularly employed teacher or notified the teacher in writing by
18 registered or certified mail that a recommendation has been made not
19 to reemploy the teacher for the ensuing fiscal year, and if, by
20 fifteen (15) days after the first Monday in June, such teacher has
21 not notified the board of education in writing by registered or
22 certified mail that such teacher does not desire to be reemployed in
23 such school district for the ensuing year, such teacher shall be
24 considered as employed on a continuing contract basis and on the

1 same salary schedule used for other teachers in the school district
2 for the ensuing fiscal year, and such employment and continuing
3 contract shall be binding on the teacher and on the school district.

4 F. Whenever a school district is engaged in contract
5 negotiations with teachers employed by that school district after
6 the school year has begun and the teachers are employed on a
7 continuing contract basis, the school district shall, beginning at
8 the first of the school year, pay the teachers any state-mandated
9 salary increases and salary schedule increases to which each teacher
10 is otherwise entitled.

11 G. No school district or any member of the board of education
12 of a district shall be liable for the payment of compensation to a
13 teacher or administrator under the provisions of any contract for
14 the ensuing year, if it becomes necessary to close the school
15 because of insufficient attendance, disorganization, annexation,
16 consolidation, or by dispensing with the school according to law,
17 provided, such cause is known or action is taken prior to July 1 of
18 such ensuing year.

19 H. No school district or any member of a board of education
20 shall be liable for the payment of compensation to any teacher,
21 student teacher or administrator for the unexpired term of any
22 contract if the school building to which the teacher, student
23 teacher or administrator has been assigned is destroyed by accident,
24 storm, fire, or otherwise and it becomes necessary to close the

1 school because of inability to secure a suitable building or
2 buildings for continuation of school. Teachers, student teachers
3 and administrators shall be entitled to pay for any time lost when
4 school is closed on account of epidemics or otherwise when an order
5 for such closing has been issued by a health officer authorized by
6 law to issue the order.

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

10 J. A board of education shall have authority to enter into
11 written contracts for the ensuing fiscal year prior to the beginning
12 of the year with persons who are not certified to teach by the State
13 Board of Education as long as the person is actively in the process
14 of securing certification. The person shall not be allowed to teach
15 in a classroom until the person has met or completed all of the
16 requirements for certification as provided for in Section 6-190 of
17 this title. If the person has not obtained valid certification by
18 the first day of the ensuing school year, the contract shall be
19 terminated.

20 K. 1. A board of education of a school district with one or
21 more high-needs schools as defined in this subsection shall have
22 authority to enter into written contracts with persons who are
23 student teachers as defined in Section 1-116 of this title. The
24 board may enter into a temporary written contract with a student

1 teacher subject to the provisions of Section 6-101.23 of this title
2 for the time period during which the student teacher is assigned to
3 the school district for practice teaching and may also enter into a
4 written contract with that student teacher for the ensuing fiscal
5 year. The student teacher shall not be allowed to teach in a
6 classroom during the ensuing school year until meeting or completing
7 all of the requirements for certification as provided for in Section
8 6-190 of this title. If the student teacher has not obtained valid
9 certification by the first day of the ensuing school year, the
10 contract shall be terminated.

11 2. A board of education which enters into a temporary contract
12 with a student teacher as provided for in paragraph 1 of this
13 subsection may elect to not enter into a written contract with that
14 student teacher for the ensuing fiscal year.

15 3. If a student teacher enters into a temporary contract with a
16 board of education as provided for in paragraph 1 of this subsection
17 and the board of education elects to enter into a written contract
18 with that student teacher for the ensuing fiscal year, the student
19 teacher shall be considered as employed on a continuing contract
20 basis on the same salary schedule used for other teachers in the
21 school district for the ensuing fiscal year and the contract shall
22 be binding on the student teacher and on the school district. Upon
23 entering the first full year of employment, continuing contracts for

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1 teachers who were employed as student teachers shall be subject to
2 the provisions described in subsections A through J of this section.

3 4. If a board of education enters into a temporary contract
4 with a student teacher and a written contract for the ensuing fiscal
5 year as provided for in paragraph 1 of this subsection, the contract
6 for the ensuing fiscal year shall be binding on the student teacher
7 and the board of education as provided for in subsection D of this
8 section.

9 5. A student teacher who enters into a temporary contract with
10 a board of education as provided for in this subsection may receive
11 in salary and fringe benefits the amounts specified in the minimum
12 salary schedule set forth in Section 18-114.14 of this title.

13 6. For purposes of this subsection, a "high-needs school" means
14 a school with eighty percent (80%) or more of the students reported
15 as eligible for free and reduced-price meals or with fifty-eight
16 percent (58%) or more of the students reported as a minority, race
17 or ethnicity other than white.

18 7. If a school district has both schools that are defined as
19 high-needs schools as provided for in paragraph 6 of this subsection
20 and schools that are not defined as high-needs schools, the board of
21 education shall be encouraged to assign student teachers who have
22 entered into a temporary contract with the board of education as
23 provided for in this subsection to those schools that are defined as
24 high-needs.

1 8. Institutions of higher education approved by the State Board
2 of Education for teacher training are encouraged to assign student
3 teachers to high-needs school as defined in paragraph 6 of this
4 subsection.

5 SECTION 3. AMENDATORY 70 O.S. 2011, Section 6-101.23, as
6 amended by Section 1, Chapter 92, O.S.L. 2013 (70 O.S. Supp. 2015,
7 Section 6-101.23), is amended to read as follows:

8 Section 6-101.23 A. The dismissal, suspension and
9 nonreemployment provisions of the Teacher Due Process Act of 1990
10 shall not apply to:

- 11 1. Substitute teachers;
- 12 2. Adult education teachers; and
- 13 3. Teachers and student teachers who are employed on temporary
14 contracts.

15 B. The dismissal and suspension provisions of the Teacher Due
16 Process Act of 1990 shall apply to teachers who are employed on
17 temporary contracts for a complete school year and to teachers who
18 are employed in positions fully funded by federal or private
19 categorical grants, except that such teachers shall be employed only
20 for the duration of the temporary contract or the grant.

21 C. The evaluation provisions in Sections 6-101.10 and 6-101.11
22 of this title and in the Teacher Due Process Act of 1990 shall apply
23 to teachers who are employed on temporary contracts for a complete
24 school year and to teachers who are employed in positions fully

1 funded by federal or private categorical grants, except that such
2 teachers shall be employed only for the duration of the temporary
3 contract or the grant.

4 D. Teachers other than those specifically excepted in
5 subsection A of this section who are employed on contracts shall be
6 afforded all substantive and procedural rights set forth in the
7 Teacher Due Process Act of 1990 including the dismissal, suspension,
8 and nonreemployment provisions applicable to probationary or career
9 teachers as defined in Section 6-101.3 of this title.

10 E. On and after the effective date of this act any teacher who
11 has worked a complete school year under a temporary contract in a
12 school district shall be granted a year of service credit toward
13 career status in that district.

14 F. No teacher shall be hired on a temporary contract by a
15 school district for more than four semesters or on multiple
16 temporary contracts by a school district that together are for more
17 than four semesters, except for a:

18 1. Teacher hired to replace a teacher who is on an approved
19 leave of absence and who is expected to return to employment with
20 the school district; or

21 2. Teacher who is a retired member of the Teachers' Retirement
22 System of Oklahoma.

23 G. No teacher or student teacher shall be offered a temporary
24 contract with a school district without a full written disclosure at

1 the time a position is offered by the administration of the school
2 district which sets forth the terms and conditions of the temporary
3 contract. In the event the school district fails to provide such
4 written disclosure, the teacher shall be considered as employed on a
5 continuing contract basis.

6 H. On and after the effective date of this act no teacher who
7 is employed on a continuing contract basis by a school district
8 shall be reemployed on a temporary contract in that school district.

9 ~~SECTION 4. This act shall become effective July 1, 2016.~~

10 ~~SECTION 5. It being immediately necessary for the preservation~~
11 ~~of the public peace, health and safety, an emergency is hereby~~
12 ~~declared to exist, by reason whereof this act shall take effect and~~
13 ~~be in full force from and after its passage and approval.~~

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