

1 STATE OF OKLAHOMA

2 2nd Session of the 57th Legislature (2020)

3 COMMITTEE SUBSTITUTE

4 FOR

HOUSE BILL NO. 3398

By: Nollan

7 COMMITTEE SUBSTITUTE

8 An Act relating to schools; amending 70 O.S. 2011,
9 Section 5-142, as last amended by Section 1, Chapter
10 199, O.S.L. 2017 (70 O.S. Supp. 2019, Section 5-142),
11 which relates to criminal background checks;
12 requiring criminal history record check for current
13 school district employees; providing exception;
14 amending 70 O.S. 2011, Section 6-101, as last amended
15 by Section 1, Chapter 323, O.S.L. 2016 (70 O.S. Supp.
16 2019, Section 6-101), which relates to teacher
17 contracts; requiring criminal history record check
18 for new teacher contracts; and declaring an
19 emergency.

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

21 SECTION 1. AMENDATORY 70 O.S. 2011, Section 5-142, as
22 last amended by Section 1, Chapter 199, O.S.L. 2017 (70 O.S. Supp.
23 2019, Section 5-142), is 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

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

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

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

1 up information received from the OSBI concerning a person for which
2 a national criminal history record check was requested to the
3 employing board of education.

4 D. For the purpose of this section:

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

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

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

12 4. "National criminal history record check" means a national
13 criminal history record check as defined in Section 150.9 of Title
14 74 of the Oklahoma Statutes; and

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

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

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

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

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

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

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

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

24

1 5. Any person employed as a full-time teacher by a school
2 district in this state for ten (10) or more consecutive years
3 immediately preceding an application for employment as a substitute
4 teacher in the same school district may not be required to have a
5 national criminal history record check for as long as the person
6 remains employed for consecutive years by that school district as a
7 substitute teacher, if the teacher left full-time employment in good
8 standing. If the teacher applies for employment as a substitute
9 teacher in another school district, a national criminal history
10 record check shall be required.

11 G. 1. Except as otherwise provided by this subsection, any
12 teacher employed by an Oklahoma school district prior to the
13 effective date of this act who does not have an Oklahoma criminal
14 history record check from the Oklahoma State Bureau of Investigation
15 as well as a national criminal history record check, as defined in
16 Section 150.9 of Title 74 of the Oklahoma Statutes, on file with his
17 or her employing district as required by this section shall complete
18 the criminal history record checks upon the next renewal of his or
19 her Standard Teaching Certificate as required by Section 6-154.1 of
20 this title or State Board of Education administrative rules
21 promulgated thereto.

22 2. Except as otherwise provided by this subsection, any other
23 person employed by an Oklahoma school district prior to the
24 effective date of this act who does not have an Oklahoma criminal

1 history record check from the Oklahoma State Bureau of Investigation
2 as well as a national criminal history record check, as defined in
3 Section 150.9 of Title 74 of the Oklahoma Statutes, on file with his
4 or her employing district as required by this section shall have
5 until July 1, 2022, to complete the criminal history record checks.

6 3. This subsection shall not apply to any person eligible to
7 retire from the Teachers' Retirement System of Oklahoma.

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

11 ~~H.~~ I. The provisions of this section shall not apply to law
12 enforcement officers who are employed by an employing agency at the
13 time of application for employment at a public school district.

14 ~~H.~~ J. Nothing in this section shall be construed to impose
15 liability on school districts, except in negligence, for employing
16 prospective employees within the sixty-day temporary employment
17 window pending the results of the national criminal history record
18 check.

19 SECTION 2. AMENDATORY 70 O.S. 2011, Section 6-101, as
20 last amended by Section 1, Chapter 323, O.S.L. 2016 (70 O.S. Supp.
21 2019, Section 6-101), is amended to read as follows:

22 Section 6-101. A. Except as provided in subsection E of this
23 section, no person shall be permitted to teach in any school
24 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 subsections J and K of this
10 section and any other law, no board of education shall have
11 authority to enter into any written contract with a teacher who does
12 not hold an Oklahoma criminal history record check as required by
13 Section 6-190 of this title and who does not hold a valid
14 certificate issued or recognized by the State Board of Education
15 authorizing said teacher to teach the grades or subject matter for
16 which the teacher is employed. Any board of education paying or
17 authorizing the payment of the salary of any teacher not holding a
18 certificate, as required herein, shall be adjudged to be guilty of a
19 fraudulent expenditure of public funds and members voting for such
20 payment shall be held jointly responsible for the return of the
21 amount of any public monies thus expended, upon suit brought by the
22 district attorney or by any interested citizen in the district where
23 such funds have been expended.

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1 C. It shall be the duty of the superintendent of schools under
2 whose supervision teachers have been contracted to teach to certify
3 to the treasurer of the contracting district the names of the
4 teachers holding valid certificates and student teachers with whom
5 contracts have been made and the names of substitute teachers
6 employed in accordance with law. The treasurer shall not register
7 any warrant issued in payment of salary to any teacher whose name is
8 not included in such list and shall be liable on the official bond
9 for the treasurer for the amount of any warrant registered in
10 violation of the provisions of this section.

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

1 title, the teacher, upon being found guilty of such charge at a
2 hearing held before the State Board of Education, shall have such
3 teacher's certificate suspended for the remainder of the term for
4 which the contract was made.

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

20 F. Whenever a school district is engaged in contract
21 negotiations with teachers employed by that school district after
22 the school year has begun and the teachers are employed on a
23 continuing contract basis, the school district shall, beginning at
24 the first of the school year, pay the teachers any state-mandated

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 to teach by the State
4 Board of Education as long as the person is actively in the process
5 of securing certification. The person shall not be allowed to teach
6 in a classroom until the person has met or completed all of the
7 requirements for certification as provided for in Section 6-190 of
8 this title. If the person has not obtained valid certification by
9 the first day of the ensuing school year, the contract shall be
10 terminated.

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

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

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

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