

1 STATE OF OKLAHOMA

2 1st Session of the 59th Legislature (2023)

3 SENATE BILL 928

By: Jett

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5
6 AS INTRODUCED

7 An Act relating to school employees; defining terms;
8 providing for applicability; prohibiting public
9 schools after certain date from recognizing certain
10 organization or association as a collective
11 bargaining unit; prohibiting public schools after
12 certain date from collectively bargaining or entering
13 into certain contract; providing for unenforceability
14 of certain contracts or agreements; providing certain
15 construction; amending 70 O.S. 2021, Section 1-109,
16 which relates to the school year; removing reference
17 to certain agreement; amending 70 O.S. 2021, Section
18 3-127, which relates to review and comment of
19 educational improvement plans; updating statutory
20 language; removing reference to bargaining agent;
21 amending 70 O.S. 2021, Section 3-129.3, which relates
22 to the Empowered Schools and School Districts Act;
23 updating statutory reference; removing references to
24 collective bargaining agreements and employee
organizations; updating statutory language; amending
70 O.S. 2021, Section 3-135, which relates to charter
school sponsors; updating statutory language;
removing reference to employer-employee bargaining;
amending 70 O.S. 2021, Section 5-113.1, which relates
to board of education members and school district
employees; updating statutory language; removing
reference to collective bargaining agreements;
amending 70 O.S. 2021, Section 5-117.5, which relates
to insurance for school employees; updating statutory
language; removing reference to an agreement with a
bargaining unit; amending 70 O.S. 2021, Section 6-
101.42, which relates to support employee wage
increase; removing reference to collective bargaining
agreement; amending 70 O.S. 2021, Section 14-108.1,
which relates to insurance for technology center
school employees; updating statutory language;

1 removing reference to an agreement with a bargaining
2 unit; amending 70 O.S. 2021, Section 509.11, which
3 relates to statewide professional educators'
4 associations; removing reference to employee
5 organization and collective bargaining agreement;
6 updating statutory language; amending 70 O.S. 2021,
7 Section 1210.544, which relates to identification of
8 schools in need of improvement; updating statutory
9 language; removing reference to bargaining unit;
10 repealing 70 O.S. 2021, Sections 3-129.8, 18-114.8,
11 509.1, 509.2, 509.2a, 509.3, 509.6, 509.7, 509.8,
12 509.9, and 509.10, which relate to negotiations
13 between school employees and school districts;
14 providing for codification; providing an effective
15 date; and declaring an emergency.

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

17 SECTION 1. NEW LAW A new section of law to be codified
18 in the Oklahoma Statutes as Section 509 of Title 70, unless there is
19 created a duplication in numbering, reads as follows:

20 A. For the purposes of this section:

21 1. "Public school employee" means a person who performs full-
22 time or part-time service for wages, salary, or other remuneration
23 for a public school and shall include all individuals defined in
24 Section 1-116 of Title 70 of the Oklahoma Statutes; and

25 2. "Public school" means a public school district, public
26 charter school, or an office or department of a public school
27 district in this state and shall include all entities defined by
28 Section 1-106 of Title 70 of the Oklahoma Statutes and all entities
29 regulated by the State Department of Education as part of the public

1 school system of the state under Section 1-105 of Title 70 of the
2 Oklahoma Statutes.

3 B. The provisions of this section shall not affect any
4 collective bargaining agreement in effect upon the effective date of
5 this act, the terms of which shall remain valid until its
6 expiration.

7 C. Subject to the provisions of subsection B of this section,
8 upon the effective date of this act, no public school shall:

9 1. Recognize an employee organization or professional
10 educators' association as a collective bargaining unit of public
11 school employees; or

12 2. Collectively bargain or enter into a collective bargaining
13 contract with an employee organization, professional educators'
14 association, or agents thereof with respect to any matter relating
15 to public school employees, public school employees' employment with
16 a public school, or public school employees' tenure with a public
17 school.

18 D. A contract or agreement entered into in violation of this
19 section shall be void and unenforceable.

20 E. The provisions of this section shall not be construed to:

21 1. Prohibit public school employees from forming organizations
22 or associations for the purpose of promoting public school
23 employees' interests before a public school. A public school shall
24 be prohibited from denying employment or retaliating against an

1 individual because of his or her membership or non-membership in an
2 organization or association as provided for in this subsection; or

3 2. Impair the right of a public school employee to present
4 grievances concerning wages, hours of employment, or working
5 conditions either individually or through a representative.

6 SECTION 2. AMENDATORY 70 O.S. 2021, Section 1-109, is
7 amended to read as follows:

8 Section 1-109. A. For all public schools in Oklahoma, school
9 shall actually be in session and classroom instruction offered:

10 1. For not less than one hundred eighty (180) days; ~~or~~

11 2. For not less than one thousand eighty (1,080) hours each
12 school year, if a district board of education adopts a school-hours
13 policy and notifies the State Board of Education prior to October 15
14 of the applicable school year; ~~or~~

15 3. Beginning with the 2021-2022 school year, for not less than
16 one thousand eighty (1,080) hours with a minimum of one hundred
17 sixty-five (165) days of instruction each school year, if a district
18 board of education adopts a school-hours policy and notifies the
19 State Board of Education prior to October 15 of the applicable
20 school year; or

21 4. Beginning with the 2021-2022 school year, for not less than
22 one thousand eighty (1,080) hours each school year, if a district
23 board of education adopts a school-hours policy, notifies the State
24 Board of Education prior to October 15 of the applicable school year

1 and meets the requirements established by the State Board of
2 Education pursuant to subsection H of this section.

3 B. A school district may not count more than thirty (30) hours
4 each school year that are used for attendance of professional
5 meetings toward the one hundred eighty (180) days or one thousand
6 eighty (1,080) hours of classroom instruction time required in
7 subsection A of this section.

8 C. Teachers off contract with an employing district shall not
9 be required by the employing school district to attend professional
10 meetings unless the teacher is paid additional compensation for the
11 additional time. Teachers may be paid additional compensation for
12 attending professional meetings in excess of their contract term.
13 Subject to district board of education policy ~~or collective~~
14 ~~bargaining agreement~~, additional paid professional days may be
15 granted for individual teachers to attend or participate in
16 professional meetings, staff development training, or National Board
17 certification portfolio development as provided for in Section 6-
18 204.2 of this title.

19 D. A school district may authorize parent-teacher conferences
20 to be held during a regular school day. If authorized by the school
21 district, parent-teacher conferences shall be counted as classroom
22 instruction time for no more than six (6) hours per semester, for a
23 total of twelve (12) hours per school year.

1 E. A school district may maintain school for less than a full
2 school year only when conditions beyond the control of school
3 authorities make the maintenance of the term impossible and the
4 State Board of Education has been apprised and has expressed
5 concurrence in writing.

6 F. The State Board of Education shall establish criteria for an
7 extended-day schedule for schools subject to paragraph 1 of
8 subsection A of this section. The criteria shall:

9 1. Prescribe a lengthened school day within limits determined
10 not to be detrimental to quality instruction;

11 2. Ensure that the schedule is equivalent in annual hours of
12 instruction to the one-hundred-eighty-day school year specified in
13 paragraph 1 of subsection A of this section; and

14 3. Be consistent with the provisions of this section and
15 Sections 1-111 and 1-112 of this title, but may result in fewer
16 annual days of instruction.

17 G. Notwithstanding the provisions of subsection F of this
18 section, a school district board of education subject to paragraph 1
19 of subsection A of this section may adopt and implement an extended-
20 day schedule subject to the following requirements:

21 1. The annual number of hours of instruction shall equal or
22 exceed one thousand eighty (1,080) hours, which is the equivalent of
23 one hundred eighty (180) days of instruction as specified in
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1 subsection A of this section for six (6) hours each day as specified
2 in Section 1-111 of this title;

3 2. The annual number of days of instruction shall equal or
4 exceed one hundred eighty (180) days as specified in subsection A of
5 this section;

6 3. The schedule adopted shall be consistent with the provisions
7 of Sections 1-111 and 1-112 of this title, except that for not more
8 than one (1) day per week, a school day shall consist of not less
9 than five (5) hours devoted to academic instruction in a regular
10 classroom setting;

11 4. The district shall hold a public hearing prior to the
12 adoption of an extended-day schedule authorized pursuant to this
13 subsection; and

14 5. The district shall document the impact on student
15 achievement as determined by the academic performance data score and
16 any other relevant factors that are a result of implementation of an
17 extended-day schedule authorized pursuant to this subsection and
18 provide an annual report to the State Board of Education of the
19 results. If improvement in student achievement cannot be documented
20 in the report, the district board of education shall revoke
21 authorization as provided by this subsection. If the district does
22 not revoke authorization after student achievement is not documented
23 in the report, the State Board of Education may deny accreditation
24 of any school in violation of this subsection.

1 H. Beginning with the 2021-2022 school year, a school district
2 board of education may adopt a school-hours policy as provided for
3 by paragraph 4 of subsection A of this section only if it meets or
4 exceeds the minimum guidelines for student performance and school
5 district cost savings established by the State Board of Education.
6 The State Board of Education shall promulgate rules, subject to
7 approval by the Legislature, establishing the minimum guidelines for
8 student performance and school district cost savings.

9 I. If subject to paragraph 2 of subsection A of this section, a
10 district board of education or designee may elect to close a school
11 during the school day for inclement weather purposes. In such an
12 event, the number of hours incurred in classroom instruction time
13 prior to school closure shall be counted toward the one thousand
14 eighty (1,080) hours per year requirement.

15 J. Nothing in this section shall be construed as affecting the
16 right of an employing school district to require teachers as defined
17 in Section 6-101.3 of this title to work in excess of the one
18 thousand eighty (1,080) hours required for student instruction. In
19 addition, nothing in this section shall be construed to affect the
20 Fair Labor Standards Act status of any school district employee.

21 K. The provisions of this section shall not prohibit the
22 Oklahoma School for the Blind or the Oklahoma School for the Deaf
23 from adopting an alternative school-hours policy if the Oklahoma
24 School for the Blind or the Oklahoma School for the Deaf notifies

1 and receives approval from the State Board of Education prior to
2 October 15 of the applicable school year.

3 SECTION 3. AMENDATORY 70 O.S. 2021, Section 3-127, is
4 amended to read as follows:

5 Section 3-127. A. Prior to the adoption of a resolution by the
6 ~~local~~ school district board of education as required in subsection A
7 of Section 3-126 of this title, the ~~local~~ board of education shall
8 provide for a period of public review and comment on the proposed
9 educational improvement plan and shall notify and allow comment from
10 ~~the district bargaining agent of the plan. If no bargaining agent~~
11 ~~exists for that district,~~ the teachers directly ~~effected~~ affected
12 ~~shall be notified and allowed to make comments.~~ All comments,
13 recommendations, and objections made ~~by the bargaining agent and~~
14 ~~others~~ to the ~~local~~ board of education shall be forwarded to the
15 State Board of Education for consideration prior to review of the
16 plan.

17 B. Each educational improvement plan shall be approved by the
18 State Board of Education before implementation.

19 C. Approval of a plan shall be for no longer than three (3)
20 years. If a plan is approved, the school district shall be required
21 to submit an annual report and the Board shall provide for an annual
22 assessment of the plan.

23 D. The Board shall notify the Speaker of the House of
24 Representatives and the President Pro Tempore of the Senate of the

1 approval of plans on a quarterly basis and shall provide the Speaker
2 and the President Pro Tempore with copies of the annual reports and
3 assessments.

4 E. If the Board determines through the annual assessment
5 process that the school district is not complying with the
6 requirements of the Educational Deregulation Act or is not meeting
7 the goals of the plan, it shall first provide notice to the district
8 of its findings. If the school district does not come into
9 compliance or take action to meet the goals of the plan, the Board
10 shall withdraw approval and terminate the plan.

11 SECTION 4. AMENDATORY 70 O.S. 2021, Section 3-129.3, is
12 amended to read as follows:

13 Section 3-129.3. A. 1. A public school, zone, or district may
14 submit to its school district board of education an empowerment plan
15 as described in subsection C of this section.

16 2. A school district board of education shall receive and
17 review each empowerment plan submitted pursuant to paragraph 1 of
18 this subsection. The school district board of education shall
19 either approve or disapprove the empowerment plan within sixty (60)
20 days after receiving the plan.

21 3. If the school district board of education rejects the plan,
22 it shall provide to the public school, zone, or district that
23 submitted the plan a written explanation of the basis for its
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1 decision. A public school, zone, or district may resubmit an
2 amended empowerment plan at any time after denial.

3 4. If the school district board of education approves the plan,
4 it shall proceed to seek approval of the school, zone, or district
5 as an empowered school, zone, or district pursuant to ~~Section 6 of~~
6 ~~this act~~ Section 3-129.6 of this title.

7 B. A school district board of education may initiate and
8 collaborate with one or more public schools of the school district
9 to create one or more empowerment plans, as described in subsection
10 C of this section. In creating an empowerment plan the school
11 district board of education shall ensure that each public school
12 that would be affected by the plan has the opportunity to
13 participate in the creation of the plan.

14 C. Each empowerment plan shall include the following
15 information:

16 1. A statement of the mission of the school, zone, or district
17 and why designation as an empowered school, zone, or district would
18 enhance the ability of the school, zone, or district to achieve its
19 mission;

20 2. A description of the innovations the school, zone, or
21 district would implement, which may include, but not be limited to,
22 innovations in school staffing, curriculum and assessment, class
23 scheduling, use of financial and other resources, and faculty
24 recruitment, employment, evaluation, and compensation;

1 3. A listing of the programs, policies, or operational
2 documents within the school, zone, or district that would be
3 affected by the innovations identified by the school, zone, or
4 district and the manner in which they would be affected. The
5 programs, policies, or operational documents may include, but not be
6 limited to:

- 7 a. the research-based educational program to be
- 8 implemented,
- 9 b. the length of school day and school year,
- 10 c. the student promotion and graduation policies to be
- 11 implemented,
- 12 d. the assessment plan,
- 13 e. the proposed budget, and
- 14 f. the proposed staffing plan;

15 4. A description of any statutory, regulatory, or district
16 policy requirements that would need to be waived for the school,
17 zone, or district to implement the identified innovations;

18 ~~5. A description of any provision of the collective bargaining~~
19 ~~agreement in effect for the personnel at the school, zone, or~~
20 ~~district that would need to be waived for the school, zone, or~~
21 ~~district to implement its identified innovation;~~

22 ~~6.~~ An identification of the improvements in academic
23 performance that the school, zone, or district expects to achieve in
24 implementing the innovations;

1 ~~7.~~ 6. An estimate of the cost savings and increased
2 efficiencies, if any, the school, zone, or district expects to
3 achieve in implementing the identified innovations;

4 ~~8.~~ 7. Evidence that both a majority of the administrators and a
5 majority of the teachers employed at the school, zone, or district
6 approve the empowerment plan and consent to the designation as an
7 empowered school, zone, or district. The determination of approval
8 and consent of the plan shall be obtained by means of a secret
9 ballot vote;

10 ~~9.~~ 8. A statement of the level of support for designation as an
11 empowered school, zone, or district demonstrated by the other
12 persons employed at the school, zone, or district, the students and
13 parents of students enrolled in the school, zone, or district, and
14 the community surrounding the school, zone, or district; and

15 ~~10.~~ 9. Any additional information required by the ~~school~~
16 ~~district~~ board of education of the school district in which the
17 empowerment plan would be implemented.

18 D. Each plan for creating an empowered school zone or district
19 whether submitted by a group of public schools or created by a
20 school district board of education through collaboration with a
21 group of public schools, shall also include the following additional
22 information:

23 1. A description of how innovations in the schools in the
24 empowered school zone or district would be integrated to achieve

1 results that would be less likely to be accomplished by each school
2 working alone; and

3 2. An estimate of any economies of scale that would be achieved
4 by innovations implemented jointly by the schools within the
5 empowered school zone or district.

6 E. No employee of a school, zone, or district shall be
7 discriminated against by the school district board of education, the
8 superintendent of the school district, or any other administrative
9 officer of the school district ~~or by any employee organization, an~~
10 ~~officer of the organization, or a member of the organization~~ for
11 exercising or not exercising the rights provided for under the
12 Empowered Schools and School Districts Act. An employee of a school
13 district ~~or an officer or member of an employee organization~~ shall
14 be prohibited from impeding, restraining, or coercing an employee of
15 a school, zone, or district from exercising the rights provided for
16 under the act or causing an employer to impede, restrain, or coerce
17 an employee from exercising the rights provided for under the act.

18 SECTION 5. AMENDATORY 70 O.S. 2021, Section 3-135, is
19 amended to read as follows:

20 Section 3-135. A. The sponsor of a charter school shall enter
21 into a written contract with the governing body of the charter
22 school. The contract shall incorporate the provisions of the
23 charter of the charter school and contain, but shall not be limited
24 to, the following provisions:

- 1 1. A description of the program to be offered by the school
2 which complies with the purposes outlined in Section 3-136 of this
3 title;
- 4 2. Admission policies and procedures;
- 5 3. Management and administration of the charter school,
6 including that a majority of the charter governing board members are
7 residents of ~~the State of Oklahoma~~ this state and meet no less than
8 quarterly in a public meeting within the boundaries of the school
9 district in which the charter school is located or within ~~the State~~
10 ~~of Oklahoma~~ this state in the instance of multiple charter school
11 locations by the same sponsor;
- 12 4. Requirements and procedures for program and financial
13 audits;
- 14 5. A description of how the charter school will comply with the
15 charter requirements set forth in the Oklahoma Charter Schools Act;
- 16 6. Assumption of liability by the charter school;
- 17 7. The term of the contract;
- 18 8. A description of the high standards of expectation and rigor
19 for charter school plans and assurance that charter school plans
20 adopted meet at least those standards;
- 21 9. Policies that require that the charter school be as equally
22 free and open to all students as traditional public schools;

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1 10. Procedures that require students enrolled in the charter
2 school to be selected by lottery to ensure fairness if more students
3 apply than a school has the capacity to accommodate;

4 11. Policies that require the charter school to be subject to
5 the same academic standards and expectations as existing public
6 schools; and

7 12. A description of the requirements and procedures for the
8 charter school to receive funding in accordance with statutory
9 requirements and guidelines for existing public schools.

10 B. A charter school shall not enter into an employment contract
11 with any teacher or other personnel until the charter school has a
12 contract with a sponsoring school district. The employment contract
13 shall set forth the personnel policies of the charter school,
14 including, but not limited to, policies related to certification,
15 professional development, evaluation, suspension, dismissal and
16 nonreemployment, sick leave, personal business leave, emergency
17 leave, and family and medical leave. The contract shall also
18 specifically set forth the salary, hours, fringe benefits, and work
19 conditions. ~~The contract may provide for employer-employee~~
20 ~~bargaining, but the charter school shall not be required to comply~~
21 ~~with the provisions of Sections 509.1 through 509.10 of this title.~~
22 The contract shall conform to all applicable provisions set forth in
23 Section 3-136 of this title.

1 Upon contracting with any teacher or other personnel, the
2 governing body of the charter school shall, in writing, disclose
3 employment rights of the employees in the event the charter school
4 closes or the charter is not renewed.

5 No charter school may begin serving students without a charter
6 contract executed in accordance with the provisions of the Oklahoma
7 Charter Schools Act and approved in an open meeting of the sponsor.
8 The sponsor may establish reasonable preopening requirements or
9 conditions to monitor the start-up progress of newly approved
10 charter schools and ensure that each school is prepared to open
11 smoothly on the date agreed and to ensure that each school meets all
12 building, health, safety, insurance, and other legal requirements
13 for the opening of a school.

14 C. The performance provisions within the charter contract shall
15 be based on a performance framework that clearly sets forth the
16 academic and operational performance indicators, measures, and
17 metrics that will guide the evaluations of the charter school by the
18 sponsor. The sponsor shall require a charter school to submit the
19 data required in this section in the identical format that is
20 required by the State Department of Education of all public schools
21 in order to avoid duplicative administrative efforts or allow a
22 charter school to provide permission to the Department to share all
23 required data with the sponsor of the charter school. The
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1 performance framework shall include indicators, measures, and
2 metrics for, at a minimum:

- 3 1. Student academic proficiency;
- 4 2. Student academic growth;
- 5 3. Achievement gaps in both proficiency and growth between
6 major student subgroups;
- 7 4. Student attendance;
- 8 5. Recurrent enrollment from year to year as determined by the
9 methodology used for public schools in Oklahoma;
- 10 6. In the case of high schools, graduation rates as determined
11 by the methodology used for public schools in Oklahoma;
- 12 7. In the case of high schools, postsecondary readiness;
- 13 8. Financial performance and sustainability; and
- 14 9. Governing board performance and stewardship, including
15 compliance with all applicable laws, regulations, and terms of the
16 charter contract.

17 D. The sponsor shall not request any metric or data from a
18 charter school that it does not produce or publish for all school
19 sites in the district or under its sponsorship, unless the metric or
20 data is unique to a charter school.

21 E. A charter contract may provide for one or more schools by an
22 applicant to the extent approved by the sponsor and consistent with
23 applicable law. An applicant or the governing board of an applicant
24 may hold one or more charter contracts. Each charter school that is

1 part of a charter contract shall be separate and distinct from any
2 other charter school under the same charter contract.

3 SECTION 6. AMENDATORY 70 O.S. 2021, Section 5-113.1, is
4 amended to read as follows:

5 Section 5-113.1. A. Except as otherwise provided in this
6 section, no person may be employed or put under contract by a school
7 district if that person is related to a member of the board of
8 education of that school district within the second degree of
9 consanguinity or affinity. A teacher or employee already under
10 contract to or otherwise employed by the school district at the time
11 the relationship is established may continue in said employment.
12 Except as otherwise provided, a board member already serving at the
13 time the relationship is established may serve out the term for
14 which the member was elected but shall not be eligible to be a
15 candidate for or serve successive terms of office for which the
16 member may be elected.

17 B. The provisions of this section shall not prevent a board
18 member from serving successive terms of office if otherwise eligible
19 under the provision of Section 5-113 of this title. No member of
20 the board of education who has resigned from the board before the
21 term of the person has expired may be reappointed to the board to
22 complete the remainder of the term if a teacher or employee related
23 to the resigned member of the board within the second degree of
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1 consanguinity or affinity was put under contract or otherwise
2 employed by the school district after the board member resigned.

3 C. The provisions of this section shall not prevent a person
4 who is related to a member of the board of education within the
5 second degree of consanguinity or affinity from being employed by
6 the school district as a substitute teacher pursuant to the
7 provisions of Section 6-105 of this title or as a temporary
8 substitute support employee if the school district has an ~~Average~~
9 ~~Daily Membership~~ average daily membership (ADM) of less than five
10 thousand (5,000).

11 D. The provisions of this section shall not prevent a person
12 who is related to a member of the board of education within the
13 second degree of consanguinity or affinity from being employed by
14 the school district if the school district has an ~~Average-Daily~~
15 ~~Membership~~ average daily membership (ADM) of less than four hundred
16 (400) and the board of education has adopted a policy providing for
17 such employment.

18 E. Any member of a board of education who is related to a
19 teacher or other employee of the district within the second degree
20 of consanguinity or affinity shall not attend or participate in any
21 regular or executive session of the board held to consider any
22 personnel matter or litigation relating to said teacher or employee.
23 The member may vote on ~~collective bargaining agreements or the~~
24 renewal of contracts as a group if the vote is necessary to form a

1 quorum of the board of education members. If more than one member
2 of the board of education is related to a teacher or employee, only
3 the minimum number of those members which is necessary to form a
4 quorum shall be allowed to vote. Each board of education so
5 affected shall adopt a written policy establishing procedures on
6 when such a member may vote on the renewal of contracts ~~or~~
7 ~~collective bargaining agreements.~~

8 F. Any member of a board of education who violates the
9 provisions of this section shall be subject to the penalties
10 prescribed by Sections 485 and 486 of Title 21 of the Oklahoma
11 Statutes.

12 SECTION 7. AMENDATORY 70 O.S. 2021, Section 5-117.5, is
13 amended to read as follows:

14 Section 5-117.5. A. The board of education of each school
15 district in this state shall provide a health insurance plan for the
16 employees of the school district. School districts may obtain
17 health and dental insurance coverage as provided for in the State
18 and Education Employees Group Insurance Act or may obtain other
19 health insurance coverage. Any school district that does not
20 participate in the health and dental insurance plans offered through
21 the State and Education Employees Group Insurance Act shall obtain
22 health insurance coverage for the employees which provides open
23 enrollment, and provide for the continuation of health insurance
24 coverage, including supplemental Medicare insurance coverage, for

1 those district employees who retire from ~~said~~ the district after
2 September 30, 1991, with a vested benefit in the Teachers'
3 Retirement System of Oklahoma. A retired person who begins
4 receiving benefits from the Teachers' Retirement System of Oklahoma
5 after September 30, 1991, who retires from a school district that
6 provides other health insurance coverage, and who elects to continue
7 said health insurance coverage shall pay to the school district the
8 premium rate for the health insurance minus an amount equal to the
9 premium rate of the Medicare supplement or the amount determined
10 pursuant to subsection (4) of Section 1316.3 of Title 74 of the
11 Oklahoma Statutes, whichever is less, which shall be paid by the
12 Teachers' Retirement System of Oklahoma to the school district. The
13 school district shall remit to the health insurance coverage
14 provider the total premium due less any uncollected amounts payable
15 from retired school district employees or their qualified survivors.

16 B. A school district that participates in health insurance
17 coverage other than the health insurance plan offered by the State
18 and Education Employees Group Insurance Act shall not be required to
19 pay any portion of the premiums for the employees or the dependents
20 of the employees of ~~said~~ the school district, except as may
21 otherwise be provided by law. ~~Unless a school district negotiates~~
22 ~~an agreement with its employees regarding health insurance pursuant~~
23 ~~to Sections 509.1 through 509.9 of this title, and to the extent~~
24 ~~that the agreement provides for the members of the recognized~~

1 ~~bargaining unit,~~ a A school district that participates in health
2 insurance coverage other than the health insurance plan offered by
3 the State and Education Employees Group Insurance Act ~~is~~ shall be
4 prohibited from acquiring additional or supplemental health or
5 dental insurance for any board member, school superintendent, or any
6 other employee which is not available to all employees of ~~said~~ the
7 district, and ~~said~~ the school district shall not pay a greater
8 portion of the employee or dependent premium for any health or
9 dental insurance plan or plans provided by ~~said~~ the school district
10 on behalf of any board member, school superintendent, or employee
11 than that portion paid on behalf of all participating employees of
12 ~~said~~ the district.

13 C. If a school district obtains health insurance coverage from
14 a source other than through the State and Education Employees Group
15 Insurance Act, the employees of the school district who would be
16 eligible to participate in the health and dental plans may require
17 the board of education of the school district to call an election to
18 allow ~~said~~ the employees to vote as to whether the school district
19 shall participate in the health and dental insurance plans offered
20 through the State and Education Employees Group Insurance Act. Upon
21 the filing with the board of education of a petition calling for
22 such an election which is signed by no less than thirty percent
23 (30%) of the eligible employees of the school district, the board of
24 education shall call an election for the purpose of determining

1 whether the school district shall participate in the health and
2 dental insurance plans offered through the State and Education
3 Employees Group Insurance Act. The election shall be held within
4 thirty (30) days of the filing of the petition. If a majority of
5 those eligible employees voting at the election vote to participate
6 in the health and dental insurance plans offered through the State
7 and Education Employees Group Insurance Act, the board of education
8 of the school district shall apply for such participation within
9 thirty (30) days of the election.

10 D. If a school district does not have any health insurance
11 coverage of the type required by this section, that school district
12 shall immediately be enrolled in the health and dental insurance
13 plans offered through the State and Education Employees Group
14 Insurance Act.

15 E. A carrier providing health insurance coverage for employees
16 of a school district health insurance group which replaces a
17 previous carrier for such school district employees shall provide
18 coverage for each retired employee who is receiving a benefit or
19 terminates employment with a vested benefit from the Teachers'
20 Retirement System of Oklahoma and who is enrolled in the health
21 insurance group by the previous carrier at the time the previous
22 carrier providing health insurance coverage is replaced.

23 Notwithstanding any provision in this section to the contrary, any
24 person who retires pursuant to the provisions of the Teachers'

1 Retirement System of Oklahoma prior to May 1, 1993, or terminates
2 service with a vested benefit, pursuant to the provisions of the
3 Teachers' Retirement System of Oklahoma prior to May 1, 1993, may
4 continue to participate in the health and dental plans authorized by
5 the provisions of the State and Education Employees Group Insurance
6 Act.

7 F. In the event a school district ceases to exist, the assets
8 and duties of said school district are transferred to one or more
9 other school districts, said other school district or districts do
10 not agree to employ all of the former employees of the school
11 district that is ceasing to exist, and said former employees who are
12 not being reemployed have rights under federal or state law to
13 continue group insurance coverage, the school district receiving all
14 or a portion of the assets and duties of the annexing school
15 district having the largest general fund revenue for the most recent
16 preceding fiscal year for which data is available shall provide
17 group insurance coverage to said former employees not being retained
18 during the period as required by law.

19 G. Any member of a district board of education who terminates
20 service on or after July 1, 2002, who has served ten (10) or more
21 years as a district board of education member in this state, and who
22 is participating at the time of termination in a health and/or
23 dental insurance plan offered by the school district, may elect upon
24 termination of ~~such~~ service to continue participation in the health
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1 and/or dental insurance plan that the member was participating in at
2 the time of termination. The election provided in this subsection
3 shall be made within thirty (30) days from the date of the school
4 board member's termination of service. The school board member
5 shall pay the full cost of the insurance premium for ~~such~~ after-
6 termination coverage at the rate and pursuant to the terms and
7 conditions of ~~such~~ the health and/or dental plan.

8 SECTION 8. AMENDATORY 70 O.S. 2021, Section 6-101.42, is
9 amended to read as follows:

10 Section 6-101.42. A. For the 2018-19 school year, each school
11 district shall provide to every support employee a wage increase
12 over the base amount the employee earned during the 2017-18 school
13 year if the support employee is employed by the same school district
14 for the 2018-19 school year in the amount of One Thousand Two
15 Hundred Fifty Dollars (\$1,250.00). The dollar amount of salary
16 increase authorized by this subsection shall be prorated based upon
17 the number of total hours of work performed by a full-time-
18 equivalent support employee.

19 B. The increase prescribed by this section shall be in addition
20 to any other compensation and fringe benefits provided by the
21 district, or mandated by law ~~or collective bargaining agreement~~,
22 unless the hours or duties of the support employee are reduced
23 proportionately.

1 SECTION 9. AMENDATORY 70 O.S. 2021, Section 14-108.1, is
2 amended to read as follows:

3 Section 14-108.1. A. The board of education of each technology
4 center school district in this state shall provide a health
5 insurance plan for the employees of the technology center school
6 district. Technology center school districts may obtain health and
7 dental insurance coverage as provided for in the State and Education
8 Employees Group Insurance Act or may obtain other health insurance
9 coverage. Any technology center district that does not participate
10 in the health and dental insurance plans offered through the State
11 and Education Employees Group Insurance Act shall obtain health
12 insurance coverage for the employees which provides open enrollment,
13 and provide for the continuation of health insurance coverage,
14 including supplemental Medicare insurance coverage, for those
15 district employees who retire from ~~said~~ the district after September
16 30, 1991, with a vested benefit in the Teachers' Retirement System
17 of Oklahoma. A retired person who begins receiving benefits from
18 the Teachers' Retirement System of Oklahoma after September 30,
19 1991, who retires from a technology center school district that
20 provides other health insurance coverage, and who elects to continue
21 ~~said~~ health insurance coverage shall pay to the technology center
22 school district the premium rate for the health insurance minus an
23 amount equal to the premium rate of the Medicare supplement or the
24 amount determined pursuant to subsection (4) of Section 1316.3 of

1 Title 74 of the Oklahoma Statutes, whichever is less, which shall be
2 paid by the Teachers' Retirement System of Oklahoma to the
3 technology center school district. The technology center school
4 district shall remit to the health insurance coverage provider the
5 total premium due less any uncollected amounts payable from retired
6 technology center school district employees or their qualified
7 survivors.

8 B. A technology center school district that participates in
9 health insurance coverage other than the health insurance plan
10 offered by the State and Education Employees Group Insurance Act
11 shall not be required to pay any portion of the premium for the
12 employees or the dependents of the employees of ~~said~~ the school
13 district. ~~Unless a school district negotiates an agreement with its~~
14 ~~employees regarding health insurance pursuant to Sections 509.1~~
15 ~~through 509.9 of this title, and to the extent that the agreement~~
16 ~~provides for the members of the recognized bargaining unit, a~~ A
17 technology center school district that participates in health
18 insurance coverage other than the health insurance plan offered by
19 the State and Education Employees Group Insurance Act is prohibited
20 from acquiring additional or supplemental health or dental insurance
21 for any board member, superintendent, or any other employee which is
22 not available to all employees of ~~said~~ the district, and ~~said~~ the
23 technology center school district shall not pay a greater portion of
24 the employee or dependent premium for any health or dental insurance

1 plan or plans provided by ~~said~~ the technology center school district
2 on behalf of any board member, superintendent, or employee than that
3 portion paid on behalf of all participating employees of ~~said~~ the
4 district.

5 C. If a technology center school district obtains health
6 insurance coverage from a source other than through the State and
7 Education Employees Group Insurance Act, the employees of the
8 technology center school district who would be eligible to
9 participate in the health and dental plans may require the board of
10 education of the technology center school district to call an
11 election to allow ~~said~~ employees to vote as to whether the
12 technology center school district shall participate in the health
13 and dental insurance plans offered through the State and Education
14 Employees Group Insurance Act. Upon the filing with the board of
15 education of a petition calling for such an election which is signed
16 by no less than thirty percent (30%) of the eligible employees of
17 the technology center school district, the board of education shall
18 call an election for the purpose of determining whether the
19 technology center school district shall participate in the health
20 and dental insurance plans offered through the State and Education
21 Employees Group Insurance Act. The election shall be held within
22 thirty (30) days of the filing of the petition. If a majority of
23 those eligible employees voting at the election vote to participate
24 in the health and dental insurance plans offered through the State

1 and Education Employees Group Insurance Act, the board of education
2 of the technology center school district shall apply for ~~such~~
3 participation within thirty (30) days of the election.

4 D. If a technology center school district does not have any
5 health insurance coverage of the type required by this section, ~~that~~
6 the technology center school district shall immediately be enrolled
7 in the health and dental insurance plans offered through the State
8 and Education Employees Group Insurance Act.

9 E. A carrier providing health insurance coverage for employees
10 of a technology center school district health insurance group which
11 replaces a previous carrier for such technology center school
12 district employees shall provide coverage for each retired employee
13 who is receiving a benefit or terminates employment with a vested
14 benefit from the Teachers' Retirement System of Oklahoma and who is
15 enrolled in the health insurance group by the previous carrier at
16 the time the previous carrier providing health insurance coverage is
17 replaced. Notwithstanding any provision in this section to the
18 contrary, any person who retires pursuant to the provisions of the
19 Teachers' Retirement System of Oklahoma prior to May 1, 1993, or
20 terminates service with a vested benefit, pursuant to the provisions
21 of the Teachers' Retirement System of Oklahoma prior to May 1, 1993,
22 may continue to participate in the health and dental plans
23 authorized by the provisions of the State and Education Employees
24 Group Insurance Act.

1 F. In the event a technology center school district ceases to
2 exist, the assets and duties of ~~said~~ the technology center school
3 district are transferred to one or more other technology center
4 school districts, said other technology center school district or
5 districts do not agree to employ all of the former employees of the
6 technology center school district that is ceasing to exist, and said
7 former employees who are not being reemployed have rights under
8 federal or state law to continue group insurance coverage, the
9 annexing technology center school district having the largest
10 general fund revenue for the most recent preceding fiscal year for
11 which data is available shall provide group insurance coverage to
12 ~~said~~ the former employees not being retained during the period as
13 required by law.

14 SECTION 10. AMENDATORY 70 O.S. 2021, Section 509.11, is
15 amended to read as follows:

16 Section 509.11. A. No school district, or employee of a school
17 district, ~~or employee organization~~ shall deny by any means,
18 ~~including a collective bargaining agreement,~~ a statewide
19 professional educators' association equal access to employees of the
20 school district, to the same extent that access is granted to other
21 educators' associations. For purposes of this section, access shall
22 include, but is not limited to:

- 23 1. Setting up informational tables at in-service or other
24 similar teacher meetings;

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2. Speaking at in-service or other similar teacher meetings;
3. Distributing information in school mail boxes or through the school e-mail system;
4. Utilizing school district meeting rooms during nonworking hours;
5. Representing the interests of employees in employment matters, when requested by the employee;
6. Posting information on school district bulletin boards; and
7. Utilizing school district printing services.

B. Any association which utilizes school district facilities or services shall reimburse the district for any costs incurred by the district.

SECTION 11. AMENDATORY 70 O.S. 2021, Section 1210.544, is amended to read as follows:

Section 1210.544. A. Notwithstanding any other provision of law, the State Board of Education shall establish a process to identify schools in the state that are listed as in need of improvement in accordance with 20 U.S.C., Section 6301 et seq. A school district board of education with a school identified as being among the schools in the state that are in need of improvement shall implement a locally developed, evidence-based intervention model for the school site determined by the Board to be low performing

B. 1. Consistent with 20 U.S.C., Section 6301 et seq., for schools that are identified for school improvement by the Board for

1 four (4) consecutive years, the district board of education shall
2 seek support from the State Department of Education. Such support
3 may include academic intervention, professional development,
4 restructuring of the governance arrangement of the school, or any
5 other plan that is reasonably calculated to improve student academic
6 achievement in the school. State support plans shall be designed to
7 provide a substantial assurance of enabling the school to
8 appropriately serve all students. If after two (2) years of
9 implementing the state support plan, improvements to student
10 achievement remain insufficient and, in accordance with 20 U.S.C.
11 Section 6301 et seq., the school continues to be identified by the
12 Board as low performing, the Board may exercise the option of
13 assuming control of the school as provided for in this subsection.

14 2. If the Board assumes control of a school, the Board shall
15 retain all funds that otherwise would have been allocated to the
16 school district based on the average daily membership of the school
17 which shall be used to operate the school.

18 C. 1. A district board of education for a district with an
19 average daily membership of more than ~~30,000~~ thirty thousand
20 (30,000) which implements an alternative governance arrangement as
21 provided for in this section may utilize the following procedures,
22 upon approval of the ~~district board and concurrence of the executive~~
23 ~~committee of the appropriate local bargaining unit:~~

- 1 a. any teacher not retained at the school site shall be
2 given status as a full-time substitute teacher within
3 the school district for a period of not to exceed two
4 (2) years,
- 5 b. if the teacher is not offered a contract teaching
6 position at a school in the district within the two-
7 year period specified in subparagraph a of this
8 paragraph, the ~~district~~ board shall be authorized to
9 not reemploy the teacher, and
- 10 c. the ~~district~~ board shall designate trained, certified,
11 instructional staff to provide teacher support,
12 development, and evaluation, which may include
13 certified personnel other than administrators.

14 2. Any actions taken pursuant to this subsection shall not be
15 subject to the Teacher Due Process Act of 1990. The decision by the
16 district board for renewal or nonrenewal shall be final.

17 3. For purposes of this subsection, a full-time substitute
18 teacher shall perform the duties assigned by the district
19 superintendent and shall continue to receive the same salary,
20 benefits, and step increases that the teacher would otherwise be
21 entitled to for the time period the teacher serves as a full-time
22 substitute.

23 D. 1. Each school district subject to the provisions of
24 subsection B of this section shall submit a plan for compliance with
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1 this section to the State Department of Education, in a manner
2 prescribed by the Department.

3 2. The State Department of Education shall annually submit a
4 report of the district plans received as provided in paragraph 1 of
5 this subsection to the members of the ~~Senate and House Education~~
6 ~~Committees~~ education committees of the Senate and House of
7 Representatives.

8 SECTION 12. REPEALER 70 O.S. 2021, Sections 3-129.8, 18-
9 114.8, 509.1, 509.2, 509.2a, 509.3, 509.6, 509.7, 509.8, 509.9, and
10 509.10, are hereby repealed.

11 SECTION 13. This act shall become effective July 1, 2023.

12 SECTION 14. It being immediately necessary for the preservation
13 of the public peace, health, or safety, an emergency is hereby
14 declared to exist, by reason whereof this act shall take effect and
15 be in full force from and after its passage and approval.

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