

1 STATE OF OKLAHOMA

2 1st Session of the 56th Legislature (2017)

3 HOUSE BILL 1188

By: Cannaday

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5  
6 AS INTRODUCED

7 An Act relating to schools; amending 70 O.S. 2011,  
8 Section 6-104, which relates to leave benefits;  
9 providing that unused sick leave of teachers may be  
10 transferrable to certain schools; providing that if  
11 teacher is employed by certain schools after certain  
12 date, accumulated sick leave may be transferred;  
13 providing an effective date; and declaring an  
14 emergency.

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

16 SECTION 1. AMENDATORY 70 O.S. 2011, Section 6-104, is  
17 amended to read as follows:

18 Section 6-104. A. 1. The board of education of each school  
19 district in the state shall provide for sick leave for all teachers  
20 employed in the district and shall pay such teachers the full amount  
21 of their contract salaries during any absence from their regular  
22 school duties for a period of time and under such conditions as the  
23 board may determine, but not less than the minimum benefits  
24 hereafter specified. Payment for sick leave shall be made on the  
basis of the current salary rate then in effect for the teacher  
receiving the payment. The plan shall provide that a teacher may be

1 absent from his or her duties due to personal accidental injury,  
2 illness or pregnancy, or accidental injury or illness in the  
3 immediate family without the loss of salary for not to exceed ten  
4 (10) days during each school year, except that said absence without  
5 loss of salary for teachers employed on an eleven-month contract  
6 shall not exceed eleven (11) days during each school year and for  
7 those teachers employed on a twelve-month contract shall not exceed  
8 twelve (12) days during each school year, if said contract is for  
9 the work period, and not merely for pay purposes. The right to such  
10 leave shall vest at the beginning of the school year. Each school  
11 district shall provide for all teachers a minimum of three (3) days  
12 for personal business leave, upon the request of the teacher.  
13 Salary deductions for such leave shall not exceed the salary level  
14 for substitute teachers. Provided further, that these terms for  
15 personal business leave shall not negate any locally negotiated  
16 leave policies which exceed the minimum benefits stated above. Each  
17 school district may provide not more than five (5) days each year  
18 for emergency leave. Each school district will determine the  
19 purposes for which emergency leave can be used. Those days shall  
20 not be chargeable to sick leave and will be noncumulative. Unused  
21 sick leave shall be cumulative up to a total of sixty (60) days, and  
22 cumulative sick leave shall be transferable to another school  
23 district or to the Oklahoma School for the Blind or the Oklahoma  
24 School for the Deaf where the teacher is employed the next

1 succeeding school year, provided that the number of days transferred  
2 shall not exceed the maximum days permitted by the receiving  
3 ~~district~~ school and that such transferred days shall be used first  
4 in case of illness and, provided further, that if the receiving  
5 ~~district~~ school pays teachers for unused sick leave upon retirement  
6 or termination of contract, then said payments shall be for only  
7 those days accumulated in the receiving ~~district~~ school. The school  
8 board of the sending district shall certify the exact number of days  
9 eligible for transfer.

10 2. If a teacher is employed at the Oklahoma School for the  
11 Blind or the Oklahoma School for the Deaf after July 1, 2017, any  
12 unused sick leave up to a total of sixty (60) days that is  
13 accumulated at a school district prior to such date shall be  
14 transferable.

15 B. The plan of each school district for sick leave benefits may  
16 include other terms and conditions, but shall not provide less sick  
17 leave benefits than those prescribed herein. Hospital and medical  
18 proceeds may not be charged against sick leave benefits, but the  
19 proceeds received by the teacher from any insurance provided by the  
20 district for loss of compensable time may be charged against sick  
21 leave benefits. Provided the board of education may provide all or  
22 part of hospital and medical benefits, and sickness, accident,  
23 health and life insurance or any of the aforesaid for any or all of  
24 its employees. On authorization of the teacher, the district may

1 approve payroll deductions for such teacher's portion of the  
2 aforesaid.

3 C. Each school district shall grant a teacher leave for jury  
4 service or as a witness subpoenaed in a criminal, civil or juvenile  
5 proceeding and shall pay the teacher during such service the full,  
6 current contract salary. Provided that the district may deduct any  
7 compensation received for serving as a juror or witness from the  
8 teacher's salary during such service.

9 D. A school district shall also provide for benefits for  
10 personnel other than teachers. Benefits for support personnel  
11 employees shall include provisions for paid sick leave of at least  
12 one (1) day per month of employment not to exceed the number of  
13 hours per day for which they are regularly employed cumulative to a  
14 total of sixty (60) days and cumulative sick leave shall be  
15 transferable to another school district where the person is employed  
16 the next succeeding school year; provided, that the number of days  
17 transferred shall not exceed the maximum days permitted by the  
18 receiving district and that such transferred days shall be used  
19 first in case of illness up to a maximum of ten (10) transferred  
20 days per school year unless the local board of education authorizes  
21 the use of additional transferred days during the school year in an  
22 amount set by the board and, provided further, that if the receiving  
23 district pays such person for unused sick leave upon retirement or  
24 termination of employment, then said payments shall be for only

1 those days accumulated in the receiving district. The school board  
2 of the sending district shall certify the exact number of days  
3 eligible for transfer. Each school district shall provide for all  
4 support employees, a minimum of three (3) days for personal business  
5 leave, upon the request of the support employee. Salary deductions  
6 for personal business leave shall not exceed an amount necessary to  
7 cover the costs of services provided to the district by the support  
8 employee and shall not exceed the salary of the support employee.  
9 The terms for personal business leave provided by this subsection  
10 shall not negate any locally negotiated leave policies which exceed  
11 the minimum benefits stated above. Payment for such leave shall be  
12 calculated with regard to the definition of "support employee"  
13 provided by Section 6-101.40 of this title. Provided that such  
14 benefits shall not exceed those authorized for teachers hereunder.

15 SECTION 2. This act shall become effective July 1, 2017.

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

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21 56-1-5323 AM 01/10/17

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