

1 STATE OF OKLAHOMA

2 1st Session of the 52nd Legislature (2009)

3 HOUSE BILL 1087

By: Trebilcock

4  
5  
6 AS INTRODUCED

7 An Act relating to schools; amending 70 O.S. 2001,  
8 Section 6-104, which relates to sick leave; updating  
9 and clarifying statutory language; authorizing school  
10 districts to give teachers payment or carryover for  
11 unused sick leave; providing an effective date; and  
12 declaring an emergency.

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

14 SECTION 1. AMENDATORY 70 O.S. 2001, Section 6-104, is  
15 amended to read as follows:

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

1 absent from ~~his or her duties~~ duty due to personal accidental  
2 injury, 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 sick leave shall vest at the beginning of the school year.

11 B. Each school district shall provide for all teachers a  
12 minimum of three (3) days for personal business leave, upon the  
13 request of the teacher. Salary deductions for ~~such~~ personal  
14 business leave shall not exceed the salary level for substitute  
15 teachers. ~~Provided further, that these~~ The terms for personal  
16 business leave provided for in this subsection shall not negate any  
17 locally negotiated leave policies which exceed the minimum benefits  
18 stated ~~above~~ in this subsection.

19 C. Each school district may provide not more than five (5) days  
20 each year for emergency leave. Each school district ~~will~~ shall  
21 determine the purposes for which emergency leave can be used. Those  
22 days shall not be chargeable to sick leave and will be  
23 noncumulative. ~~Unused~~

24

1        D. A school district may pay a teacher for unused sick leave  
2 accumulated by the teacher at the end of the school year. If the  
3 school district allows payment for unused sick leave, each teacher  
4 shall annually make an election to receive payment for unused sick  
5 leave or carryover unused sick leave to the next school year. If  
6 the teacher elects to carryover the unused sick leave, it shall be  
7 cumulative up to a total of sixty (60) days, and cumulative sick  
8 leave shall be transferable to another school district where the  
9 teacher is employed the next succeeding school year, ~~provided that~~  
10 ~~the.~~ The number of sick leave days transferred shall not exceed the  
11 maximum days permitted by the receiving district and ~~that such the~~  
12 transferred days shall be used first in case of illness and,  
13 ~~provided further, that if the.~~ The receiving district ~~pays~~ may pay  
14 teachers for unused sick leave upon retirement or termination of  
15 contract, ~~then said~~ provided the payments shall be for only those  
16 days accumulated in the receiving district. The school board of the  
17 sending district shall certify the exact number of days eligible for  
18 transfer.

19        ~~B.~~ E. The plan of each school district for sick leave benefits  
20 may include other terms and conditions, but shall not provide less  
21 sick leave benefits than those prescribed herein in this section.  
22 Hospital and medical proceeds may not be charged against sick leave  
23 benefits, but the proceeds received by the teacher from any  
24 insurance provided by the district for loss of compensable time may

1 be charged against sick leave benefits. ~~Provided the~~ The board of  
2 education may provide all or part of hospital and medical benefits,  
3 and sickness, accident, health and life insurance or any of the  
4 ~~aforsaid~~ above for any or all of its employees. On authorization  
5 of the teacher, the district may approve payroll deductions for ~~such~~  
6 ~~teacher's~~ the portion of the ~~aforsaid~~ benefits listed above paid  
7 for by the teacher.

8 C. F. Each school district shall grant a teacher leave for jury  
9 service or as a witness subpoenaed in a criminal, civil or juvenile  
10 proceeding and shall pay the teacher during ~~such~~ the service the  
11 full, current contract salary. ~~Provided that the~~ The district may  
12 deduct any compensation received for serving as a juror or witness  
13 from the teacher's salary during such service.

14 D. G. 1. A school district shall also provide for benefits for  
15 personnel other than teachers. Benefits for support personnel  
16 employees shall include provisions for paid sick leave of at least  
17 one (1) day per month of employment not to exceed the number of  
18 hours per day for which they are regularly employed cumulative to a  
19 total of sixty (60) days and cumulative sick leave shall be  
20 transferable to another school district where the person is employed  
21 the next succeeding school year; ~~provided, that the.~~ The number of  
22 days transferred shall not exceed the maximum days permitted by the  
23 receiving district and ~~that such~~ transferred days shall be used  
24 first in case of illness up to a maximum of ten (10) transferred

1 days per school year unless the local board of education authorizes  
2 the use of additional transferred days during the school year in an  
3 amount set by the board ~~and, provided further, that if.~~ If the  
4 receiving district pays ~~such person~~ support personnel for unused  
5 sick leave upon retirement or termination of employment, then said  
6 payments shall be for only those days accumulated in the receiving  
7 district. The school board of the sending district shall certify  
8 the exact number of days eligible for transfer.

9 2. Each school district shall provide for all support  
10 employees, a minimum of three (3) days for personal business leave,  
11 upon the request of the support employee. Salary deductions for  
12 personal business leave shall not exceed an amount necessary to  
13 cover the costs of services provided to the district by the support  
14 employee and shall not exceed the salary of the support employee.  
15 The terms for personal business leave provided by this ~~subsection~~  
16 paragraph shall not negate any locally negotiated leave policies  
17 which exceed the minimum benefits stated above. Payment for such  
18 leave shall be calculated with regard to the definition of "support  
19 employee" provided by Section 6-101.40 of this title. ~~Provided that~~  
20 ~~such~~ The benefits shall not exceed those authorized for teachers  
21 ~~hereunder~~ as provided for in this section.

22 SECTION 2. This act shall become effective July 1, 2009.

23 SECTION 3. It being immediately necessary for the preservation  
24 of the public peace, health and safety, an emergency is hereby

1 declared to exist, by reason whereof this act shall take effect and  
2 be in full force from and after its passage and approval.

3

4 52-1-5692 AM 12/16/08

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24