

1 **HOUSE OF REPRESENTATIVES - FLOOR VERSION**

2 STATE OF OKLAHOMA

3 1st Session of the 56th Legislature (2017)

4 HOUSE BILL 1188

By: Cannaday and Faught of the
House

5
6 and

7 Simpson of the Senate

8 AS INTRODUCED

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

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

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

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

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

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

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

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

1 health and life insurance or any of the aforesaid for any or all of
2 its employees. On authorization of the teacher, the district may
3 approve payroll deductions for such teacher's portion of the
4 aforesaid.

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

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

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

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

18 SECTION 3. It being immediately necessary for the preservation
19 of the public peace, health or safety, an emergency is hereby
20 declared to exist, by reason whereof this act shall take effect and
21 be in full force from and after its passage and approval.
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23 COMMITTEE REPORT BY: COMMITTEE ON COMMON EDUCATION, dated 02/14/2017
24 - DO PASS, As Coauthored.