

STATE OF OKLAHOMA

1st Session of the 58th Legislature (2021)

SENATE BILL 377

By: Hicks

AS INTRODUCED

An Act relating to school support employees; amending 70 O.S. 2011, Section 6-104, as amended by Section 1, Chapter 21, O.S.L. 2017 (70 O.S. Supp. 2020, Section 6-104), which relates to benefits for teachers and other school personnel; directing that support employees be entitled to pay for certain lost time; updating statutory language; providing an effective date; and declaring an emergency.

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

SECTION 1. AMENDATORY 70 O.S. 2011, Section 6-104, as amended by Section 1, Chapter 21, O.S.L. 2017 (70 O.S. Supp. 2020, Section 6-104), is amended to read as follows:

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

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

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

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

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

1 its employees. On authorization of the teacher, the district may
2 approve payroll deductions for such teacher's portion of the
3 aforesaid.

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

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

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

16 2. Support employees, as defined by Section 6-101.40 of this
17 title, shall be entitled to pay for any time lost when a school
18 district is closed because of an epidemic or when an order for such
19 closing has been issued by a health officer authorized by law to
20 issue the order.

21 SECTION 2. This act shall become effective July 1, 2021.

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