

1 ENGROSSED HOUSE
2 BILL NO. 1426

By: Vancuren and Waldron of the
House

3 and

4 Stanley of the Senate

5
6
7 [schools - employee leave - accumulated sick leave -
8 effective date -
9 emergency]

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

13 SECTION 1. AMENDATORY 70 O.S. 2021, Section 6-104, is
14 amended to read as follows:

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

1 illness ~~or~~, pregnancy, or accidental injury or illness in the
2 immediate family without the loss of salary for not to exceed ten
3 (10) days during each school year, except that ~~said~~ an absence
4 without loss of salary for teachers employed on an eleven-month
5 contract shall not exceed eleven (11) days during each school year
6 and for those teachers employed on a twelve-month contract shall not
7 exceed twelve (12) days during each school year, if ~~said~~ the
8 contract is for the work period, and not merely for pay purposes.
9 The right to ~~such~~ sick leave shall vest at the beginning of the
10 school year.

11 2. 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 terms for personal business
16 leave shall not negate any locally negotiated leave policies which
17 exceed the minimum benefits stated above.

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

23 4. Unused sick leave shall be cumulative up to a total of sixty
24 (60) days, and cumulative sick leave shall be transferable to

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

15 ~~2.~~ 5. If a teacher is employed at the Oklahoma School for the
16 Blind or the Oklahoma School for the Deaf after July 1, 2017, any
17 unused sick leave up to a total of sixty (60) days that is
18 accumulated at a school district prior to ~~such~~ that date shall be
19 transferable.

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

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

8 C. 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~~ his or her service
11 the full, current contract salary. Provided that the district may
12 deduct any compensation received for serving as a juror or witness
13 from the teacher's salary during ~~such~~ the service.

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

1 closed on account of epidemics or otherwise when an order for ~~such~~
2 closing has been issued by a health officer authorized by law to
3 issue the order.

4 SECTION 2. This act shall become effective July 1, 2023.

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

9 Passed the House of Representatives the 13th day of March, 2023.

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11 _____
12 Presiding Officer of the House
13 of Representatives

14 Passed the Senate the ___ day of _____, 2023.

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17 Presiding Officer of the Senate
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