

1                               **HOUSE OF REPRESENTATIVES - FLOOR VERSION**

2   STATE OF OKLAHOMA

3   1st Session of the 58th Legislature (2021)

4   ENGROSSED SENATE  
5   BILL NO. 807

  By: Kidd, Stephens and Boren of  
  the Senate

6   and

7   Baker of the House

8  
9  
10   An Act relating to school support employees; amending  
11   70 O.S. 2011, Section 6-104, as amended by Section 1,  
12   Chapter 21, O.S.L. 2017 (70 O.S. Supp. 2020, Section  
13   6-104), which relates to benefits for teachers and  
14   other school personnel; directing that support  
15   employees be entitled to pay for certain lost time;  
16   providing an effective date; and declaring an  
17   emergency.

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

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

22   Section 6-104.   A.   1.   The board of education of each school  
23   district in the state shall provide for sick leave for all teachers  
24   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

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

1 sick leave shall be cumulative up to a total of sixty (60) days, and  
2 cumulative sick leave shall be transferable to another school  
3 district or to the Oklahoma School for the Blind or the Oklahoma  
4 School for the Deaf where the teacher is employed the next  
5 succeeding school year, provided that the number of days transferred  
6 shall not exceed the maximum days permitted by the receiving school  
7 and that such transferred days shall be used first in case of  
8 illness and, provided further, that if the receiving school pays  
9 teachers for unused sick leave upon retirement or termination of  
10 contract, then said payments shall be for only those days  
11 accumulated in the receiving school. The school board of the  
12 sending district shall certify the exact number of days eligible for  
13 transfer.

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

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

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

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

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

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

19 2. Support employees, as defined by Section 6-101.40 of this  
20 title, shall be entitled to pay for any time lost when school is  
21 closed on account of epidemics or otherwise when an order for such  
22 closing has been issued by a health officer authorized by law to  
23 issue the order.

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

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

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6 COMMITTEE REPORT BY: COMMITTEE ON COMMON EDUCATION, dated 03/31/2021  
7 - DO PASS.

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