

1 **HOUSE OF REPRESENTATIVES - FLOOR VERSION**

2 STATE OF OKLAHOMA

3 1st Session of the 59th Legislature (2023)

4 HOUSE BILL 1426

By: Vancuren and **Waldron** of the
House

5 and

6 **Stanley** of the Senate

7
8
9 AS INTRODUCED

10 [**schools - employee leave - accumulated sick leave -**
11 **- effective date -**
12 **emergency]**

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

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

18 Section 6-104. A. 1. The board of education of each school
19 district in the state shall provide for sick leave for all teachers
20 employed in the district and shall pay ~~such~~ teachers the full amount
21 of their contract salaries during any absence from their regular
22 school duties for a period of time and under ~~such~~ conditions as the
23 board may determine, but not less than the minimum benefits
24 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~~ an absence
7 without loss of salary for teachers employed on an eleven-month
8 contract shall not exceed eleven (11) days during each school year
9 and for those teachers employed on a twelve-month contract shall not
10 exceed twelve (12) days during each school year, if ~~said~~ the
11 contract is for the work period, and not merely for pay purposes.
12 The right to ~~such~~ sick leave shall vest at the beginning of the
13 school year.

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

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

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

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

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1 B. The plan of each school district for sick leave benefits may
2 include other terms and conditions, but shall not provide less sick
3 leave benefits than those prescribed herein. Hospital and medical
4 proceeds may not be charged against sick leave benefits, but the
5 proceeds received by the teacher from any insurance provided by the
6 district for loss of compensable time may be charged against sick
7 leave benefits. Provided, the board of education may provide all or
8 part of hospital and medical benefits, and sickness, accident,
9 health, and life insurance or any of the aforesaid for any or all of
10 its employees. On authorization of the teacher, the district may
11 approve payroll deductions for such teacher's portion of the
12 aforesaid.

13 C. Each school district shall grant a teacher leave for jury
14 service or as a witness subpoenaed in a criminal, civil or juvenile
15 proceeding and shall pay the teacher during ~~such~~ his or her service
16 the full, current contract salary. Provided that the district may
17 deduct any compensation received for serving as a juror or witness
18 from the teacher's salary during ~~such~~ the service.

19 D. 1. A school district shall also provide for benefits for
20 personnel other than teachers. Benefits for support personnel
21 employees shall include provisions for paid sick leave of at least
22 one (1) day per month of employment not to exceed the number of
23 hours per day for which they are regularly employed cumulative to a
24 total of sixty (60) days and cumulative sick leave shall be

1 transferable to another school district where the person is employed
2 ~~the next succeeding school year~~; provided, that the number of days
3 transferred shall not exceed the maximum days permitted by the
4 receiving district and that such transferred days shall be used
5 first in case of illness up to a maximum of ten (10) transferred
6 days per school year unless the ~~local~~ board of education authorizes
7 the use of additional transferred days during the school year in an
8 amount set by the board and, provided further, that if the receiving
9 district pays such person for unused sick leave upon retirement or
10 termination of employment, then ~~said~~ the payments shall be for only
11 those days accumulated in the receiving district. Accumulated sick
12 leave shall not be lost due to any break in employment, and the
13 ability to transfer accumulated sick leave shall not be negated due
14 to any break in employment. The school board of the sending
15 district shall certify the exact number of days eligible for
16 transfer. Each school district shall provide for all support
17 employees, a minimum of three (3) days for personal business leave,
18 upon the request of the support employee. Salary deductions for
19 personal business leave shall not exceed an amount necessary to
20 cover the costs of services provided to the district by the support
21 employee and shall not exceed the salary of the support employee.
22 The terms for personal business leave provided by this subsection
23 shall not negate any locally negotiated leave policies which exceed
24 the minimum benefits stated above. Payment for ~~such~~ leave shall be

1 calculated with regard to the definition of "support employee"
2 provided by Section 6-101.40 of this title. Provided, that such the
3 benefits shall not exceed those authorized for teachers hereunder.

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

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

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

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15 COMMITTEE REPORT BY: COMMITTEE ON APPROPRIATIONS AND BUDGET, dated
16 03/02/2023 - DO PASS, As Amended and Coauthored.

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