

1 STATE OF OKLAHOMA

2 1st Session of the 59th Legislature (2023)

3 SENATE BILL 52

By: Stanley

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5
6 AS INTRODUCED

7 An Act relating to schools; amending 70 O.S. 2021,
8 Section 6-104, which relates to sick leave;
9 clarifying provisions regarding transferability of
10 certain leave for teachers and support personnel;
11 prohibiting accumulated sick leave from being lost or
12 not transferred due to any break in employment;
13 updating statutory language; providing an effective
14 date; and declaring an emergency.

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~~ the teachers the full
21 amount of their contract salaries during any absence from their
22 regular school duties for a period of time and under such conditions
23 as the board may determine, but not less than the minimum benefits
24 hereafter specified. Payment for sick leave shall be made on the
25 basis of the current salary rate then in effect for the teacher
26 receiving the payment. The plan shall provide that a teacher may be

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

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

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

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

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

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

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

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

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

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

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

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