

1 **SENATE FLOOR VERSION**

2 February 25, 2026

3 **AS AMENDED**

4 SENATE BILL NO. 1204

By: Mann of the Senate

and

Gise of the House

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7
8 **[school employees - sick leave - bereavement leave -**
9 **leave policies - effective date -**
10 **emergency]**

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

12 SECTION 1. AMENDATORY 70 O.S. 2021, Section 6-104, as
13 amended by Section 2, Chapter 57, O.S.L. 2025 (70 O.S. Supp. 2025,
14 Section 6-104), is 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. Unless otherwise provided in Section 6-104.8
24 of this title, the plan shall provide that a teacher may be absent

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

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

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

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

1 district may approve payroll deductions for such teacher's portion
2 of the ~~aforsaid~~ benefits.

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

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

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

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

22 E. Each school district shall grant a teacher or support
23 personnel employee three (3) days of paid bereavement leave
24 following the death of the teacher's or employee's spouse or child,

1 which shall include a miscarriage. Bereavement leave following a
2 miscarriage shall be in addition to and not in place of sick leave
3 due to miscarriage and recovery therefrom. The terms for
4 bereavement leave provided by this subsection shall not negate any
5 locally negotiated leave policies which exceed the minimum benefits
6 set forth in this subsection.

7 **SECTION 2.** AMENDATORY Section 7, Chapter 291, O.S.L.
8 2023 (70 O.S. Supp. 2025, Section 6-104.9), is amended to read as
9 follows:

10 Section 6-104.9. A. There is hereby created in the State
11 Treasury a revolving fund for the State Board of Education to be
12 designated the "Public School Paid Maternity Leave Revolving Fund".
13 The fund shall be a continuing fund, not subject to fiscal year
14 limitations, and shall consist of all monies received by the State
15 Board of Education from state appropriations provided for the
16 purposes set forth in Sections 6-104 and 6-104.8 of this title. All
17 monies accruing to the credit of the fund are hereby appropriated
18 and may be budgeted and expended by the State Board of Education for
19 the purpose of reimbursing school districts for expenses related to
20 providing paid maternity and bereavement leave as provided for in
21 subsection B of this section. Expenditures from the fund shall be
22 made upon warrants issued by the State Treasurer against claims
23 filed as prescribed by law with the Director of the Office of
24 Management and Enterprise Services for approval and payment.

1 B. School districts in this state shall file claims with the
2 State Board of Education for reimbursement of expenses related to
3 providing eligible employees with paid maternity leave as provided
4 for in Section ~~4~~ 6-104.8 of this ~~act~~ title and paid bereavement
5 leave as provided for in Section 6-104 of this title.

6 SECTION 3. This act shall become effective July 1, 2026.

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

11 COMMITTEE REPORT BY: COMMITTEE ON APPROPRIATIONS
12 February 25, 2026 - DO PASS AS AMENDED
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