

STATE OF OKLAHOMA

2nd Session of the 60th Legislature (2026)

SENATE BILL 1204

By: Mann of the Senate

and

Gise of the House

AS INTRODUCED

An Act relating to school employees; amending 70 O.S. 2021, Section 6-104, as amended by Section 2, Chapter 57, O.S.L. 2025 (70 O.S. Supp. 2025, Section 6-104), which relates to sick leave for teachers and support personnel; requiring school districts to grant certain amount of paid bereavement leave to certain teachers and school support employees; directing bereavement leave to be in addition to certain leave due to miscarriage; prohibiting certain leave from negating certain negotiated leave policies; updating statutory language; providing an effective date; and declaring an emergency.

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

SECTION 1. AMENDATORY 70 O.S. 2021, Section 6-104, as amended by Section 2, Chapter 57, O.S.L. 2025 (70 O.S. Supp. 2025, Section 6-104), is amended to read as follows:

Section 6-104. A. 1. The board of education of each school district in the state shall provide for sick leave for all teachers 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. Unless otherwise provided in Section 6-104.8
5 of this title, the plan shall provide that a teacher may be absent
6 from his or her duties due to personal accidental injury, illness or
7 pregnancy, or accidental injury or illness in the immediate family
8 without the loss of salary for not to exceed ten (10) days during
9 each school year, except that ~~said~~ such absence without loss of
10 salary for teachers employed on an eleven-month contract shall not
11 exceed eleven (11) days during each school year and for those
12 teachers employed on a twelve-month contract shall not exceed twelve
13 (12) days during each school year, if ~~said~~ such contract is for the
14 work period, and not merely for pay purposes. The right to such
15 leave shall vest at the beginning of the school year. Each school
16 district shall provide for all teachers a minimum of three (3) days
17 for personal business leave, upon the request of the teacher.
18 Salary deductions for such leave shall not exceed the salary level
19 for substitute teachers. Provided further, that these terms for
20 personal business leave shall not negate any locally negotiated
21 leave policies which exceed the minimum benefits ~~stated above~~ set
22 forth in this subsection. Each school district may provide not more
23 than five (5) days each year for emergency leave. Each school
24 district ~~will~~ shall determine the purposes for which emergency leave

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

15 2. 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 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
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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~~ such benefits for
5 any or all of its employees. On authorization of the teacher, the
6 district may approve payroll deductions for such teacher's portion
7 of the ~~aforesaid~~ benefits.

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

22 2. Support employees, as defined by Section 6-101.40 of this
23 title, shall be entitled to pay for any time lost when school is
24 closed on account of epidemics or otherwise when an order for such

1 closing has been issued by a health officer authorized by law to
2 issue the order.

3 E. Each school district shall grant a teacher or support
4 personnel employee three (3) days of paid bereavement leave
5 following the death of the teacher's or employee's spouse or child,
6 which shall include a miscarriage. Bereavement leave following a
7 miscarriage shall be in addition to and not in place of sick leave
8 due to miscarriage and recovery therefrom. The terms for
9 bereavement leave provided by this subsection shall not negate any
10 locally negotiated leave policies which exceed the minimum benefits
11 set forth in this subsection.

12 SECTION 2. This act shall become effective July 1, 2026.

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

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