

STATE OF OKLAHOMA

1st Session of the 59th Legislature (2023)

HOUSE BILL 2008

By: Davis

AS INTRODUCED

An Act relating to the Teachers' Retirement System of Oklahoma; amending 70 O.S. 2021, Section 17-101 as amended by Section 2, Chapter 121, O.S.L. 2022 (70 O.S. 2022, Section 17-101), which relates to definitions; modifying term; amending 70 O.S. 2021, Section 17-105, which relates to retirement eligibility; modifying required period of time for participation for purposes of retirement benefit; amending 70 O.S. 2021, Section 17-116.2, which relates to benefit computations; providing certain benefit computations for certain members; amending 70 O.S. 2021, Section 17-116.10, which relates to postretirement earnings limitations; modifying restrictions with respect to postretirement employment; prescribing maximum amount of postretirement earnings; prescribing requirements related to postretirement earnings; modifying provision related to employee contributions; prohibiting accrual of postretirement service credit; providing for applicability of certain provisions regardless of certain election; providing school districts not subject to certain pretermination procedural requirements; prescribing maximum duration of postretirement contacts; providing school districts not required to rehire certain persons based upon previous employment contract; amending 70 O.S. 2021, Section 18-114.14, which relates to the minimum salary schedule; modifying provisions related to employment of retired teachers; providing for codification; and providing an effective date.

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

2 SECTION 1. AMENDATORY 70 O.S. 2021, Section 17-101 as
3 amended by Section 2, Chapter 121, O.S.L. 2022 (70 O.S. 2022,
4 Section 17-101), is amended to read as follows:

5 Section 17-101. Definitions.

6 The following words and phrases as used in this act, unless a
7 different meaning is clearly required by the context, shall have the
8 following meanings:

9 (1) "Retirement system" shall mean the Teachers' Retirement
10 System of Oklahoma, as defined in Section 17-102 of this title.

11 (2) "Public school" shall mean a school district, a state
12 college or university, the State Board of Education, the State Board
13 of Career and Technology Education and any other state educational
14 entity conducted within the state supported wholly or partly by
15 public funds and operating under the authority and supervision of a
16 legally constituted board or agency having authority and
17 responsibility for any function of public education. "Public
18 school" shall also mean a tuition free, nonprofit alternative school
19 of choice that provides education, therapeutic counseling and
20 outreach programs which is aligned with a school district and which
21 receives grant funds from governmental sources.

22 (3) "Classified personnel" shall mean any teacher, principal,
23 superintendent, supervisor, administrator, librarian, certified or
24 registered nurse, college professor, or college president whose

1 salary is paid wholly or in part from public funds. An employee of
2 any state department, board, board of regents or board of trustees,
3 who is in a supervisory or an administrative position, the function
4 of which is primarily devoted to public education, shall be
5 considered classified personnel under the meaning of this act, at
6 the discretion of the Board of Trustees of the Teachers' Retirement
7 System. The term "teacher" shall also include instructors and
8 counselors employed by the Department of Corrections and holding
9 valid teaching certificates issued by the State Department of
10 Education. Provided, that a person employed by the Department of
11 Corrections as an instructor or counselor shall have been actively
12 engaged in the teaching profession for a period of not less than
13 three (3) years prior to employment to be eligible to participate in
14 the Oklahoma Teachers' Retirement System. The Department of
15 Corrections shall contribute the employer's share to the Oklahoma
16 Teachers' Retirement System.

17 (4) "Nonclassified optional personnel" shall include cooks,
18 janitors, maintenance personnel not in a supervisory capacity, bus
19 drivers, noncertified or nonregistered nurses, noncertified
20 librarians, and clerical employees of the public schools, state
21 colleges, universities or any state department, board, board of
22 regents or board of trustees, the functions of which are primarily
23 devoted to public education and whose salaries are paid wholly or in
24 part from public funds.

1 (5) "Employer" shall mean the state and any of its designated
2 agents or agencies with responsibility and authority for public
3 education, such as boards of education of elementary and independent
4 school districts, boards of regents, boards of control or any other
5 agency of and within the state by which a person may be employed for
6 service in public education. "Employer" shall also mean the board
7 of directors of a tuition free, nonprofit alternative school of
8 choice that provides education, therapeutic counseling and outreach
9 programs which is aligned with a school district and which receives
10 grant funds from governmental sources.

11 (6) "Member" shall mean any teacher or other employee included
12 in the membership of the system as provided in Section 17-103 of
13 this title.

14 (7) "Board of Trustees" shall mean the board provided for in
15 Section 17-106 of this title to administer the retirement system.

16 (8) "Service" shall mean service as a classified or
17 nonclassified optional employee in the public school system, or any
18 other service devoted primarily to public education in the state.

19 (9) "Prior service" shall mean service rendered prior to July
20 1, 1943.

21 (10) "Membership service" shall mean service as a member of the
22 classified or nonclassified personnel as defined in paragraphs (3)
23 and (4) of this section.

1 (11) "Creditable service" shall mean membership service plus
2 any prior service authorized under this title.

3 (12) "Annuitant" shall mean any person in receipt of a
4 retirement allowance as provided in this title.

5 (13) "Accumulated contributions" shall mean the sum of all
6 amounts deducted from the compensation of a member and credited to
7 his individual account in the Teacher Savings Fund, together with
8 interest as of June 30, 1968.

9 (14) "Earnable compensation" shall mean the full rate of the
10 compensation that would be payable to a member if he worked the full
11 normal working time.

12 (15) "Average salary":

13 (a) for those members who joined the System prior to July
14 1, 1992, shall mean the average of the salaries for
15 the three (3) years on which the highest contributions
16 to the Teachers' Retirement System was paid not to
17 exceed the maximum contribution level specified in
18 Section 17-116.2 of this title or the maximum
19 compensation level specified in subsection (28) of
20 this section. Provided, no member shall retire with
21 an average salary in excess of Twenty-five Thousand
22 Dollars (\$25,000.00) unless the member has made the
23 required election and paid the required contributions
24 on such salary in excess of Twenty-five Thousand

1 Dollars (\$25,000.00), or unless an eligible member
2 fulfills the requirements of Section 17-116.2C of this
3 title in order to have pre-cap removal service
4 included in the retirement benefit computation of the
5 member using the regular annual compensation of the
6 member for any pre-cap removal year of service so
7 included subject to the maximum average salary amount,
8 and

9 (b) for those members who join the System after June 30,
10 1992, shall mean the average of the salaries for five
11 (5) consecutive years on which the highest
12 contribution to the Teachers' Retirement System was
13 paid. Only salary on which required contributions
14 have been made may be used in computing average
15 salary.

16 (16) "Annuity" shall mean payments for life derived from the
17 "accumulated contributions" of a member. All annuities shall be
18 payable in equal monthly installments.

19 (17) "Pension" shall mean payments for life derived from money
20 provided by the employer. All pensions shall be payable in equal
21 monthly installments.

22 (18) "Monthly retirement allowance" is one-twelfth (1/12) of
23 the annual retirement allowance which shall be payable monthly.
24

1 (19) "Retirement Benefit Fund" shall mean the fund from which
2 all retirement benefits shall be paid based on such mortality tables
3 as shall be adopted by the Board of Trustees.

4 (20) "Actuary" shall mean a person especially skilled through
5 training and experience in financial calculation respecting the
6 expectancy and duration of life.

7 (21) "Actuarial equivalent" shall mean a benefit of equal value
8 when computed upon the basis of such mortality and other tables as
9 shall be adopted by the Board of Trustees.

10 (22) The masculine pronoun, whenever used, shall include the
11 feminine.

12 (23) "Actuarially determined cost" shall mean the single sum
13 which is actuarially equivalent in value to a specified pension
14 amount as determined on the basis of mortality and interest
15 assumptions adopted by the Board of Trustees.

16 (24) "Normal retirement age" means the earliest date upon
17 which:

18 (a) a member reaches the age sixty-two (62) with respect
19 to a member whose first creditable service occurs
20 prior to November 1, 2011, unless the member reaches a
21 normal retirement date pursuant to subparagraph (c) or
22 subparagraph (d) of this paragraph, or

23 (b) a member reaches the age of sixty-five (65) with
24 respect to a member whose first creditable service

1 occurs on or after November 1, 2011, or with respect
2 to a member whose first creditable service occurs on
3 or after November 1, 2011, reaches a normal retirement
4 date pursuant to subparagraph (d) of this paragraph
5 having attained a minimum age of sixty (60) years or
6 with respect to a member whose first creditable
7 service occurs on or after the effective date of this
8 act obtains at least thirty-five (35) years of
9 creditable service, or

10 (c) the age at which the sum of a member's age and number
11 of years of creditable service total eighty (80), with
12 respect to a member whose first creditable service
13 occurred prior to July 1, 1992, and who does not reach
14 a normal retirement age pursuant to subparagraph (a)
15 of this paragraph, or

16 (d) the age at which the sum of a member's age and number
17 of years of creditable service total ninety (90), with
18 respect to a member whose first creditable service
19 occurred on or after July 1, 1992, but prior to
20 November 1, 2011, if the member does not reach a
21 normal retirement age pursuant to subparagraph (a) of
22 this paragraph.

23 (25) "Regular annual compensation" means salary plus fringe
24 benefits, excluding the flexible benefit allowance pursuant to

1 Section 26-105 of this title and for purposes pursuant to Section
2 17-101 et seq. of this title. For purposes of this definition,
3 regular annual compensation shall include:

4 (a) salary which accrues on a regular basis in proportion
5 to the service performed, including payments for staff
6 development,

7 (b) amounts that would otherwise qualify as salary under
8 paragraph (a) of this subsection but are not received
9 directly by the member pursuant to a good faith,
10 voluntary written salary reduction agreement in order
11 to finance payments to a deferred compensation or tax-
12 sheltered annuity program or to finance benefit
13 options under a cafeteria plan qualifying under the
14 United States Internal Revenue Code, 26 U.S.C.,
15 Section 101 et seq.,

16 (c) group health and disability insurance, group term life
17 insurance, annuities and pension plans, provided on a
18 periodic basis to all qualified employees of the
19 employer, which qualify as fringe benefits under the
20 United States Internal Revenue Code, and

21 (d) excluded from regular annual compensation are:

- 22 1. expense reimbursement payments,
- 23 2. office, vehicle, housing or other maintenance
24 allowances,

- 1 3. the flexible benefit allowance provided pursuant
- 2 to Section 26-105 of this title,
- 3 4. payment for unused vacation and sick leave,
- 4 5. any payment made for reason of termination or
- 5 retirement not specifically provided for in
- 6 subparagraphs (a) through (c) of this subsection,
- 7 6. maintenance or other nonmonetary compensation,
- 8 7. payment received as an independent contractor or
- 9 consultant, pursuant to a lawful contract which
- 10 complies with the requirements of subsection B of
- 11 Section 6-101.2 of this title,
- 12 8. any benefit payments not made pursuant to a valid
- 13 employment agreement,
- 14 9. compensation for clinical related activity
- 15 performed in the University of Oklahoma Health
- 16 Sciences Center (OUHSC) Professional Practice
- 17 Plan or Oklahoma State University Center for
- 18 Health Sciences (OSU-CHS) Professional Practice
- 19 Plan,
- 20 10. any other compensation not described in
- 21 subparagraphs (a) through (c) of this subsection.

22 (26) "Teacher" means classified personnel and nonclassified
23 optional personnel.

1 (27) "Active classroom teacher" means a person employed by a
2 school district to teach students specifically identified classes
3 for specifically identified subjects during the course of a
4 semester, and who holds a valid certificate or license issued by and
5 in accordance with the rules and regulations of the State Board of
6 Education.

7 (28) "Maximum compensation level" shall, except as otherwise
8 authorized pursuant to the provisions of Section 17-116.2C of this
9 title, mean:

- 10 (a) Twenty-five Thousand Dollars (\$25,000.00) for
11 creditable service authorized and performed prior to
12 July 1, 1995, for members not electing a higher
13 maximum compensation level,
- 14 (b) Forty Thousand Dollars (\$40,000.00) for creditable
15 service authorized and performed prior to July 1,
16 1995, for members electing a maximum compensation
17 level in excess of Twenty-five Thousand Dollars
18 (\$25,000.00),
- 19 (c) Twenty-seven Thousand Five Hundred Dollars
20 (\$27,500.00) for members who, as of June 30, 1995, had
21 elected to have a maximum compensation level not in
22 excess of Twenty-five Thousand Dollars (\$25,000.00),
23 and who were employed by an entity or institution
24 within The Oklahoma State System of Higher Education

1 for creditable service authorized and performed on or
2 after July 1, 1995, but not later than June 30, 1996,
3 if such member does not elect a higher maximum
4 compensation level for this period as authorized by
5 Section 17-116.2A of this title,

6 (d) Thirty-two Thousand Five Hundred Dollars (\$32,500.00)
7 for members employed by a comprehensive university if
8 the member meets the requirements imposed by Section
9 17-116.2A of this title and the member elects to
10 impose a higher maximum compensation level for service
11 performed on or after July 1, 1995, but not later than
12 June 30, 1996,

13 (e) Forty-four Thousand Dollars (\$44,000.00) for members
14 who, as of June 30, 1995, had elected to have a
15 maximum compensation level in excess of Twenty-five
16 Thousand Dollars (\$25,000.00), and who were employed
17 by an entity or institution within The Oklahoma State
18 System of Higher Education for creditable service
19 authorized and performed on or after July 1, 1995, but
20 not later than June 30, 1996, if such member does not
21 elect a higher maximum compensation level for this
22 period as authorized by Section 17-116.2A of this
23 title,
24

1 (f) Forty-nine Thousand Dollars (\$49,000.00) for members
2 employed by a comprehensive university if the member
3 meets the requirements imposed by Section 17-116.2A of
4 this title and the member elects to impose a higher
5 maximum compensation level for service performed on or
6 after July 1, 1995, but not later than June 30, 1996,

7 (g) the following amounts for creditable service
8 authorized and performed by members employed by a
9 comprehensive university, based upon the election of
10 the member in effect as of June 30, 1995:

11 1. for members who elected a maximum compensation
12 level not in excess of Twenty-five Thousand
13 Dollars (\$25,000.00):

14 (i) Thirty-two Thousand Five Hundred Dollars
15 (\$32,500.00) for service authorized and
16 performed on or after July 1, 1996, but not
17 later than June 30, 1997,

18 (ii) Thirty-seven Thousand Five Hundred Dollars
19 (\$37,500.00) for service authorized and
20 performed on or after July 1, 1997, but not
21 later than June 30, 1998,

22 (iii) Forty-two Thousand Five Hundred Dollars
23 (\$42,500.00) for service authorized and
24

1 performed on or after July 1, 1998, but not
2 later than June 30, 2000,

3 (iv) Forty-seven Thousand Five Hundred Dollars
4 (\$47,500.00) for service authorized and
5 performed on or after July 1, 2000, but not
6 later than June 30, 2001,

7 (v) Fifty-two Thousand Five Hundred Dollars
8 (\$52,500.00) for service authorized and
9 performed on or after July 1, 2001, but not
10 later than June 30, 2002,

11 (vi) Fifty-seven Thousand Five Hundred Dollars
12 (\$57,500.00) for service authorized and
13 performed on or after July 1, 2002, but not
14 later than June 30, 2003,

15 (vii) Sixty-two Thousand Five Hundred Dollars
16 (\$62,500.00) for service authorized and
17 performed on or after July 1, 2003, but not
18 later than June 30, 2004,

19 (viii) Sixty-seven Thousand Five Hundred Dollars
20 (\$67,500.00) for service authorized and
21 performed on or after July 1, 2004, but not
22 later than June 30, 2005,

23 (ix) Seventy-two Thousand Five Hundred Dollars
24 (\$72,500.00) for service authorized and

1 performed on or after July 1, 2005, but not
2 later than June 30, 2006,

3 (x) Seventy-seven Thousand Five Hundred Dollars
4 (\$77,500.00) for service authorized and
5 performed on or after July 1, 2006, but not
6 later than June 30, 2007,

7 (xi) the full amount of regular annual
8 compensation for service authorized and
9 performed on or after July 1, 2007, and

10 2. for members who elected a maximum compensation
11 level in excess of Twenty-five Thousand Dollars
12 (\$25,000.00):

13 (i) Forty-nine Thousand Dollars (\$49,000.00) for
14 service authorized and performed on or after
15 July 1, 1996, but not later than June 30,
16 1997,

17 (ii) Fifty-four Thousand Dollars (\$54,000.00) for
18 service authorized and performed on or after
19 July 1, 1997, but not later than June 30,
20 1998,

21 (iii) Fifty-nine Thousand Dollars (\$59,000.00) for
22 service authorized and performed on or after
23 July 1, 1998, but not later than June 30,
24 2000,

1 (iv) Sixty-four Thousand Dollars (\$64,000.00) for
2 service authorized and performed on or after
3 July 1, 2000, but not later than June 30,
4 2001,

5 (v) Sixty-nine Thousand Dollars (\$69,000.00) for
6 service authorized and performed on or after
7 July 1, 2001, but not later than June 30,
8 2002,

9 (vi) Seventy-four Thousand Dollars (\$74,000.00)
10 for service authorized and performed on or
11 after July 1, 2002, but not later than June
12 30, 2003,

13 (vii) Seventy-nine Thousand Dollars (\$79,000.00)
14 for service authorized and performed on or
15 after July 1, 2003, but not later than June
16 30, 2004,

17 (viii) Eighty-four Thousand Dollars (\$84,000.00)
18 for service authorized and performed on or
19 after July 1, 2004, but not later than June
20 30, 2005,

21 (ix) Eighty-nine Thousand Dollars (\$89,000.00)
22 for service authorized and performed on or
23 after July 1, 2005, but not later than June
24 30, 2006,

1 (x) Ninety-four Thousand Dollars (\$94,000.00)
2 for service authorized and performed on or
3 after July 1, 2006, but not later than June
4 30, 2007,

5 (xi) the full amount of regular annual
6 compensation for service authorized and
7 performed on or after July 1, 2007,

8 (h) the full amount of regular annual compensation of:

- 9 1. a member of the retirement system not employed by
10 an entity or institution within The Oklahoma
11 State System of Higher Education for all
12 creditable service authorized and performed on or
13 after July 1, 1995,
- 14 2. a member of the retirement system first employed
15 on or after July 1, 1995, by an entity or
16 institution within The Oklahoma State System of
17 Higher Education for all creditable service
18 authorized and performed on or after July 1,
19 1995, but not later than June 30, 1996,
- 20 3. a member of the retirement system employed by an
21 entity or institution within The Oklahoma State
22 System of Higher Education, other than a
23 comprehensive university, if the member elects to
24 impose a higher maximum compensation level for

- 1 service performed on or after July 1, 1995, but
2 not later than June 30, 1996, pursuant to
3 subsection B of Section 17-116.2A of this title,
- 4 4. a member of the retirement system who is first
5 employed on or after July 1, 1996, by any entity
6 or institution within The Oklahoma State System
7 of Higher Education, including a comprehensive
8 university, for creditable service authorized and
9 performed on or after July 1, 1996,
- 10 5. a member of the retirement system who, as of July
11 1, 1996, is subject to a maximum compensation
12 level pursuant to paragraph (g) of this
13 subsection if the member terminates service with
14 a comprehensive university and is subsequently
15 reemployed by a comprehensive university,
- 16 6. a member of the retirement system employed by a
17 comprehensive university for all service
18 performed on and after July 1, 2007, or
- 19 7. an eligible member of the retirement system who
20 fulfills the requirements of Section 2 of this
21 act with respect to pre-cap removal service
22 included in the retirement benefit computation of
23 the member at the average salary of the member
24 subject to the maximum average salary amount.

1 (29) "Comprehensive university" shall mean:

2 (a) the University of Oklahoma and all of its constituent
3 agencies, including the University of Oklahoma Health
4 Sciences Center, the University of Oklahoma Law Center
5 and the Geological Survey, and

6 (b) Oklahoma State University and all of its constituent
7 agencies, including the Oklahoma State University
8 Agricultural Experiment Station, the Oklahoma State
9 University Agricultural Extension Division, the
10 Oklahoma State University College of Veterinary
11 Medicine, the Oklahoma State University Center for
12 Health Sciences, the Technical Branch at Oklahoma
13 City, the Oklahoma State University Institute of
14 Technology-Okmulgee and Oklahoma State University-
15 Tulsa.

16 (30) "Retirement contract" means the document prepared by the
17 Teachers' Retirement System upon member request, which incorporates
18 member's selected retirement option, and which must be executed and
19 submitted to the Teachers' Retirement System no less than thirty
20 (30) days prior to the projected retirement date.

21 SECTION 2. AMENDATORY 70 O.S. 2021, Section 17-105, is
22 amended to read as follows:

23 Section 17-105. Retirement.
24

1 (1) (a) Any member who has attained age fifty-five (55) or who
2 has completed thirty (30) years of creditable service, as defined in
3 Section 17-101 of this title, or for any person who initially became
4 a member prior to July 1, 1992, regardless of whether there were
5 breaks in service after July 1, 1992, whose age and number of years
6 of creditable service total eighty (80) may be retired upon proper
7 application for retirement on forms established by the System and
8 executing a retirement contract. Such a retirement date will also
9 apply to any person who became a member of the sending system as
10 defined in this act, prior to July 1, 1992, regardless of whether
11 there were breaks in service after July 1, 1992. Any person who
12 became a member after June 30, 1992, but prior to November 1, 2011,
13 whose age and number of years of creditable service total ninety
14 (90) may be retired upon proper application for retirement and
15 executing a retirement contract. Any person who becomes a member on
16 or after November 1, 2011, who attains the age of sixty-five (65)
17 years or who reaches a normal retirement date pursuant to
18 subparagraph (d) of paragraph (24) of Section 17-101 of this title
19 having attained a minimum age of sixty (60) years may be retired
20 upon proper application for retirement and executing a retirement
21 contract. The application shall be filed on the form provided by
22 the Board of Trustees for this purpose, not less than sixty (60)
23 days before the date of retirement, provided that the Executive
24

1 Director may waive the sixty-day deadline for good cause shown as
2 defined by the Board.

3 1. The employer shall provide the System with the
4 following information for a retiring member, no later
5 than the fifteenth day of the month of retirement:
6 last day physically on the job; last day on payroll;
7 any regular compensation not already reported to the
8 System; and final unused sick leave balance.

9 2. Failure to submit this information by the deadline, or
10 errors in submitted information that result in a
11 disqualification of retirement eligibility shall be
12 the responsibility of the employer. In cases where
13 the error results in disqualification of retirement
14 eligibility, it is the employer's responsibility to
15 reemploy the member, or retain the member on the
16 payroll, for the time period required to reach
17 eligibility, not exceeding two (2) months.

18 (b) An individual who becomes a member of the Teachers'
19 Retirement System on or after November 1, 2017, but before November
20 1, 2023, shall be employed by the public schools, state colleges or
21 universities of Oklahoma for a minimum of seven (7) years and be a
22 contributing member of the Teachers' Retirement System of Oklahoma
23 for a minimum of seven (7) years to qualify for monthly retirement
24 benefits from the Teachers' Retirement System of Oklahoma.

1 (c) An individual who becomes a member of the Teachers'
2 Retirement System on or after November 1, 2023, shall be employed by
3 the public schools, state colleges or universities of Oklahoma for a
4 minimum of five (5) years and be a contributing member of the
5 Teachers' Retirement System of Oklahoma for a minimum of five (5)
6 years to qualify for monthly retirement benefits from the Teachers'
7 Retirement System of Oklahoma.

8 ~~(e)~~ (d) Any member with seven (7) or more years of Oklahoma
9 teaching service and whose accumulated contributions during such
10 period have not been withdrawn shall be given an indefinite
11 extension of membership beginning with the sixth year following his
12 or her last contributing membership and shall become eligible to
13 apply for retirement and be retired upon attaining age fifty-five
14 (55).

15 (2) An unclassified optional member who has retired or who
16 retires at sixty-two (62) years of age or older or whose retirement
17 is because of disability shall have his or her minimum retirement
18 benefits calculated on an average salary of Five Thousand Three
19 Hundred Fifty Dollars (\$5,350.00) or, if a larger monthly allowance
20 would result, an amount arrived at pursuant to application of the
21 formula prescribed herein.

22 (3) No member shall receive a lesser retirement benefit than he
23 or she would have received under the law in effect at the time he or
24 she retired. Any individual under the Teachers' Retirement System,

1 who through error in stating the title of the position which he or
2 she held, may, at the discretion of the Board of Trustees, be
3 changed from the nonclassified optional group to the classified
4 group for the purpose of calculating retirement benefits.

5 Any individual regardless of residence, who has a minimum of ten
6 (10) years of teaching in Oklahoma schools prior to July 1, 1943, or
7 who taught in Oklahoma schools prior to 1934 and thereafter taught a
8 minimum of ten (10) years and who does not qualify under the present
9 retirement System, or who has a minimum of thirty (30) years of
10 teaching in Oklahoma schools and has reached seventy (70) years of
11 age prior to July 1, 1984, and is not otherwise eligible to receive
12 any benefits from the retirement system shall receive a minimum of
13 One Hundred Fifty Dollars (\$150.00) per month in retirement benefits
14 from the Teachers' Retirement System of Oklahoma plus any general
15 increase in benefits for annuitants as may be provided hereafter by
16 the Legislature. Each individual must apply to the Teachers'
17 Retirement System for such benefit and provide evidence to the
18 Teachers' Retirement System that the service was actually rendered.
19 The surviving spouse of any person who made application for the
20 benefit provided for by this paragraph during his or her lifetime
21 but did not receive the benefit may submit an application to the
22 System for payment of the benefit for those months during the
23 lifetime of the deceased person that he or she was eligible for but
24 did not receive the benefit. Upon approval of the application by

1 the Board of Trustees, the benefit shall be paid to the surviving
2 spouse in one lump sum.

3 (4) The value of each year of prior service is the total
4 monthly retirement benefit divided by the number of years of
5 creditable service.

6 (5) Upon application of a member who is actively engaged in
7 teaching in Oklahoma or his or her employer, any member who has been
8 a contributing member for ten (10) years may be retired by the
9 System subsequent to the execution and filing thereof, on a
10 disability retirement allowance, provided that it is found by the
11 Medical Board after medical examination of such member by a duly
12 qualified physician that such member is mentally or physically
13 incapacitated for further performance of duty, that such incapacity
14 is likely to be permanent, and that such member should be retired.
15 The System shall rely on and give full consideration to the
16 conclusions and recommendations in the certified written report of
17 the Medical Board of the Teachers' Retirement System regarding the
18 disability application of such member. If the Medical Board does
19 not find that a member applying for disability retirement is
20 mentally or physically incapacitated for performance of duty or
21 otherwise eligible for a disability retirement, the application
22 shall then be considered by the Board of Trustees. If a member is
23 determined to be eligible for disability benefits pursuant to the
24 Social Security System, then such determination shall entitle the

1 member to the authorized disability retirement allowance provided by
2 law. For members who are not eligible for disability benefits
3 pursuant to the Social Security System, the Board of Trustees and
4 the Medical Board shall apply the same standard for which provision
5 is made in the first two sentences of this subsection for
6 determining the eligibility of a person for such disability benefits
7 in making a determination of eligibility for disability benefits as
8 authorized by this subsection.

9 (6) (a) A member who at the time of retirement has been found
10 to be permanently physically or mentally incapacitated to perform
11 the necessary duties to continue in his or her current position
12 shall receive a minimum monthly retirement payment for life or until
13 such time as the member may be found to be recovered to the point
14 where he or she may return to teaching. Any member retired before
15 July 1, 1992, shall be eligible to receive the monthly retirement
16 allowance herein provided, but such payment shall not begin until
17 the first payment due him or her after July 1, 1992, and shall not
18 be retroactive. The Board of Trustees is empowered to make such
19 rules and regulations as it considers proper to preserve equity in
20 retirements under this provision, which shall include a provision to
21 protect the rights of the member's spouse.

22 (b) A member who has qualified for retirement benefits under
23 disability retirement shall have the total monthly payment deducted
24 from his or her accumulated contributions plus interest earned and

1 any money remaining in the member's account after the above
2 deductions at the death of the member shall be paid in a lump sum to
3 the beneficiary or to the estate of the member. Provided, if the
4 deceased disabled member had thirty (30) years or more of creditable
5 service and the death occurred after June 30, 1981, and death
6 occurred prior to the disabled member receiving twelve monthly
7 retirement payments, a surviving spouse may elect to receive the
8 retirement benefit to which the deceased member would have been
9 entitled at the time of death under the Option 2 Plan of Retirement
10 provided for in subsection (8) of this section in lieu of the death
11 benefit provided for in this subsection and in subsection (12) of
12 this section.

13 (c) Once each year the System may require any disabled
14 annuitant who has not yet attained the age of sixty (60) years to
15 undergo a medical examination, such examination to be made at the
16 place of residence for the disabled annuitant or other place
17 mutually agreed upon by a physician or physicians designated by the
18 System. Should any disabled annuitant who has not yet attained the
19 age of sixty (60) years refuse to submit to at least one medical
20 examination in any such year by a physician or physicians designated
21 by the System his or her allowance may be discontinued until he or
22 she submits to such examination.

23 (d) Should the Medical Board report and certify to the Board of
24 Trustees that such disabled annuitant is engaged in or is able to

1 engage in a gainful occupation paying more than the difference
2 between his or her retirement allowance and the average final
3 compensation, and should the Board of Trustees concur in such report
4 then the amount of his or her pension shall be reduced to an amount
5 which, together with his or her retirement allowance and that amount
6 earnable by him or her, shall equal the amount of his or her average
7 final compensation. Should his or her earning capacity be later
8 increased, the amount of his or her pension may be further modified,
9 provided the new pension shall not exceed that amount of the pension
10 originally granted nor an amount, which when added to the amount
11 earnable by the member, together with his or her annuity, equals the
12 amount of his or her average final compensation.

13 (e) Should a disabled annuitant be restored to active service,
14 his or her disability retirement allowance shall cease and he or she
15 shall again become a member of the Teachers' Retirement System and
16 shall make regular contributions as required under this article.
17 The unused portion of his or her accumulated contributions shall be
18 reestablished to his or her credit in the Teachers' Savings Fund.
19 Any such prior service certificates on the basis of which his or her
20 service was computed at the time of his or her retirement shall be
21 restored to full force and effect.

22 (7) Should a member before retirement under Section 1-101 et
23 seq. of this title make application for withdrawal duly filed with
24 the System, not earlier than four (4) months after the date of

1 termination of such service as a teacher, the contribution standing
2 to the credit of his or her individual account in the Teachers'
3 Savings Fund shall be paid to him or her or, in the event of his or
4 her death before retirement, shall be paid to such person or persons
5 as he or she shall have nominated by written designation, duly
6 executed and filed with the System; provided, however, if there be
7 no designated beneficiary surviving upon such death, such
8 contributions shall be paid to his or her administrators, executors,
9 or assigns, together with interest as hereinafter provided. In lieu
10 of a lump-sum settlement at the death of the member, the amount of
11 money the member has on deposit in the Teachers' Savings Fund and
12 the money the member has on deposit in the Teachers' Deposit Fund
13 may be paid in monthly payments to a designated beneficiary, who
14 must be the spouse, under the Maximum or Option 1 Plan of Retirement
15 providing the monthly payment shall be not less than Twenty-five
16 Dollars (\$25.00) per month. The monthly payment shall be the
17 actuarial equivalent of the amount becoming due at the member's
18 death based on the sex of the spouse and the age the spouse has
19 attained at the last birthday prior to the member's death. Provided
20 further, if there be no designated beneficiary surviving upon such
21 death, and the contributions standing to the credit of such member
22 do not exceed Two Hundred Dollars (\$200.00), no part of such
23 contributions shall be subject to the payment of any expense of the
24 last illness or funeral of the deceased member or any expense of

1 administration of the estate of such deceased and the System, upon
2 satisfactory proof of the death of such member and of the name or
3 names of the person or persons who would be entitled to receive such
4 contributions under the laws of descent and distribution of the
5 state, may authorize the payment of accumulated contributions to
6 such person or persons. A member terminating his or her membership
7 by withdrawal after June 30, 2003, shall have the interest computed
8 at a rate of interest determined by the Board of Trustees and paid
9 to him or her subject to the following schedule:

10 (a) If termination occurs within sixteen (16) years from the
11 date membership began, fifty percent (50%) of such interest
12 accumulations shall be paid.

13 (b) With at least sixteen (16) but less than twenty-one (21)
14 years of membership, sixty percent (60%) of such interest
15 accumulations shall be paid.

16 (c) With at least twenty-one (21) but less than twenty-six (26)
17 years of membership, seventy-five percent (75%) of such interest
18 accumulations shall be paid.

19 (d) With at least twenty-six (26) years of membership, ninety
20 percent (90%) of such interest accumulations shall be paid.

21 In case of death of an active member, the interest shall be
22 calculated and restored to the member's account and paid to his or
23 her beneficiary.

24

1 (8) (a) In lieu of his or her retirement allowance payable
2 throughout life for such an amount as determined under this section,
3 the member may select a retirement allowance for a reduced amount
4 payable under any of the following options the present value of
5 which is the actuarial equivalent thereof.

6 (b) A member may select the option under which he or she
7 desires to retire at the end of the school year in which he or she
8 attains age seventy (70) and the option shall be binding and cannot
9 be changed. Provided further that if a member retires before age
10 seventy (70), no election of an option shall be effective in case an
11 annuitant dies before the first payment due under such option has
12 been received.

13 (c) The first payment of any benefit selected shall be made on
14 the first day of the month following approval of the retirement by
15 the System. If the named designated joint annuitant under Option 2
16 or 3 dies at any time after the member's retirement date, but before
17 the death of the member, the member shall return to the retirement
18 benefit, including any post retirement benefit increases the member
19 would have received had the member not selected Option 2 or 3 of
20 this subsection. The benefit shall be determined at the date of
21 death of the designated joint annuitant. This increase shall become
22 effective the first day of the month following the date of death of
23 the designated joint annuitant, and shall be payable for the
24 member's remaining lifetime. The member shall notify the Teachers'

1 Retirement System of Oklahoma of the death of the designated joint
2 annuitant in writing. In the absence of the written notice being
3 filed by the member notifying the Teachers' Retirement System of
4 Oklahoma of the death of the designated joint annuitant within six
5 (6) months of the date of death, nothing in this subsection shall
6 require the Teachers' Retirement System of Oklahoma to pay more than
7 six (6) months of retrospective benefits increase.

8 Option 1. If he or she dies before he or she has received in
9 annuity payments the present value of his or her annuity as it was
10 at the time of his or her retirement, the balance shall be paid to
11 his or her legal representatives or to such person as he or she
12 shall nominate by written designation duly acknowledged and filed
13 with the System at the time of his or her retirement; or

14 Option 2. A member takes a reduced retirement allowance for
15 life. Upon the death of the member the payments shall continue to
16 the member's designated joint annuitant for the life of the joint
17 annuitant. The written designation of the joint annuitant must be
18 duly acknowledged and filed with the System at the time of the
19 member's retirement and, except as provided in paragraph (e) of this
20 subsection, cannot be changed after the effective date of the
21 member's retirement; or

22 Option 3. A member receives a reduced retirement allowance for
23 life. Upon the death of the member one-half (1/2) of the retirement
24 allowance paid the member shall be continued throughout the life of

1 the designated joint annuitant. A written designation of a joint
2 annuitant must be duly acknowledged and filed with the System at the
3 time of the member's retirement and, except as provided in paragraph
4 (e) of this subsection, cannot be changed after the effective date
5 of the member's retirement; or

6 Option 4. Some other benefit or benefits shall be paid either
7 to the member or to such joint annuitant as he or she shall
8 nominate, provided such other benefit or benefits, together with the
9 reduced retirement allowance, shall be certified by the actuary to
10 be of equivalent actuarial value to his or her retirement allowance
11 and shall be approved by the System.

12 (d) Provided that Option 2 and Option 3 shall not be available
13 if the member's expected benefit is less than fifty percent (50%) of
14 the lump-sum actuarial equivalent and the designated joint annuitant
15 is not the spouse of the member.

16 (e) A member who chose the maximum retirement benefit plan at
17 the time of retirement may make a one-time election to choose either
18 Option 2 or 3 and name the member's spouse as designated joint
19 annuitant if the member marries after making the initial election.
20 Such an election shall be made within one (1) year of the date of
21 marriage. The member shall provide proof of a member's good health
22 before the System will permit a change to either Option 2 or 3 and
23 the naming of a designated joint annuitant. A medical examination
24 conducted by a licensed physician is required for purposes of

1 determining good health. Such examination must be approved by the
2 Medical Board. The member shall be required to provide proof of age
3 for the new joint annuitant. The System shall adjust the monthly
4 benefit to the actuarially equivalent amount based on the new
5 designated joint annuitant's age. The Board of Trustees shall
6 promulgate rules to implement the provisions of this subsection.

7 (f) A member who retires after the effective date of this act
8 and has selected a retirement allowance for a reduced amount payable
9 under one of the options provided for in this subsection may make a
10 one-time irrevocable election to select a different option within
11 sixty (60) days of the member's retirement date. The beneficiary or
12 joint annuitant designated by the member at the time of retirement
13 shall not be changed if the member makes the election provided for
14 in this paragraph.

15 (g) Any individual who is eligible to be a beneficiary or joint
16 annuitant of a member under this subsection, and who is also a
17 beneficiary of a trust created under the Oklahoma Discretionary and
18 Special Needs Trust Act, Section 175.81 et seq. of Title 60 of the
19 Oklahoma Statutes, or a comparable Trust Act created under the laws
20 of another state, hereinafter collectively referred to as "Trust
21 Acts", may be a beneficiary or joint annuitant under this subsection
22 by having the trustee of the trust established for the benefit of
23 that individual named as the legal beneficiary or joint annuitant
24 under this subsection. The age of that beneficiary shall be used

1 for calculating any benefit payable to the trust under this
2 subsection. The beneficiary of such a trust shall be treated as the
3 beneficiary or joint annuitant under this subsection except that
4 payments of any benefits due under this subsection shall be payable
5 to the lawfully appointed trustee of the trust. The obligation of
6 the System to pay the beneficiary or joint annuitant under this
7 subsection shall be satisfied by payment to the trustee whom the
8 System, in good faith, believes to be the lawfully appointed
9 trustee. Any conflict between the statutes creating and governing
10 the Teachers' Retirement System in Section 17-101 et seq. of this
11 title and the provisions of any Trust Act referred to above shall be
12 resolved in favor of the statutes governing the System. If an
13 eligible beneficiary or joint annuitant is named at the time of
14 retirement, and becomes a beneficiary of a trust under one of the
15 Trust Acts described herein after that time, the System will
16 acknowledge the trust as the beneficiary upon the submission of
17 adequate documentation of the existence of the trust. All other
18 provisions of this subsection shall apply to these subsequently
19 created trusts.

20 (h) The Board of Trustees of the System may recognize other
21 trusts set up for the benefit of individuals otherwise eligible to
22 be named as a beneficiary or joint annuitant under this subsection
23 by administrative rule if it can be done without undue additional
24 administrative expense of the System.

1 (9) The governing board of any "public school", as that term is
2 defined in Section 17-101 of this title, is hereby authorized and
3 empowered to pay additional retirement allowances or compensation to
4 any person who was in the employ of such public school for not less
5 than seven (7) school years preceding the date of his or her
6 retirement. Payments so made shall be a proper charge against the
7 current appropriation or appropriations of any such public school
8 for salaries for the fiscal year in which such payments are made.
9 Such payments shall be made in regular monthly installments in such
10 amounts as the governing board of any such public school, in its
11 judgment, shall determine to be reasonable and appropriate in view
12 of the length and type of service rendered by any such person to
13 such public school by which such person was employed at the time of
14 retirement. All such additional payments shall be uniform, based
15 upon the length of service and the type of services performed, to
16 persons formerly employed by such public school who have retired or
17 been retired in accordance with the provisions of Section 17-101 et
18 seq. of this title.

19 The governing board of any such public school may adopt rules
20 and regulations of general application outlining the terms and
21 conditions under which such additional retirement benefits shall be
22 paid, and all decisions of such board shall be final.

1 (10) In addition to the teachers' retirement herein provided,
2 teachers may voluntarily avail themselves of the Federal Social
3 Security Program upon a district basis.

4 (11) Upon the death of an in-service member, the System shall
5 pay to the designated beneficiary of the member or, if there is no
6 designated beneficiary or if the designated beneficiary predeceases
7 the member, to the estate of the member, the sum of Eighteen
8 Thousand Dollars (\$18,000.00) as a death benefit. Provided, if the
9 deceased member had ten (10) years or more of creditable service,
10 the member's designated beneficiary may elect to receive the
11 retirement benefit to which the deceased member would have been
12 entitled at the time of death under the Option 2 plan of retirement
13 in lieu of the death benefit provided for in this subsection.
14 Provided further, the option provided in this subsection is only
15 available when the member has designated one individual as the
16 designated beneficiary. The beneficiary or beneficiaries of death
17 benefits in the amount not to exceed Eighteen Thousand Dollars
18 (\$18,000.00), but exclusive of any retirement benefit received by an
19 electing beneficiary based upon creditable service performed by the
20 deceased member, which are provided pursuant to this subsection may
21 elect to disclaim such death benefits in which case such benefits
22 will be transferred to a person licensed as a funeral director or to
23 a lawfully recognized business entity licensed as required by law to
24 provide funeral services for the deceased member. The qualified

1 disclaimer must be in writing and will be an irrevocable and an
2 unqualified refusal to accept all or a portion of the death benefit.
3 It must be received by the transferor no more than nine (9) months
4 after the later of the day the transfer creating the interest in the
5 disclaiming person is made or the day the disclaiming person attains
6 age twenty-one (21). The interest in the death benefits must pass
7 without direction by the disclaiming person to another person.

8 (12) Upon the death of a retired member who has contributed to
9 the System, the retirement system shall pay to the designated
10 beneficiary of the member or, if there is no designated beneficiary
11 or if the designated beneficiary predeceases the member, to the
12 estate of the member, the sum of Five Thousand Dollars (\$5,000.00)
13 as a death benefit. The beneficiary or beneficiaries of benefits
14 provided pursuant to this subsection may elect to disclaim such
15 death benefits in which case such benefits will be transferred to a
16 person licensed as a funeral director or to a lawfully recognized
17 business entity licensed as required by law to provide funeral
18 services for the deceased member. The qualified disclaimer must be
19 in writing and will be an irrevocable and an unqualified refusal to
20 accept all or a portion of the death benefit. It must be received
21 by the transferor no more than nine (9) months after the later of
22 the day the transfer creating the interest in the disclaiming person
23 is made or the day the disclaiming person attains age twenty-one
24 (21). The interest in the death benefits must pass without

1 direction by the disclaiming person to another person. The benefit
2 payable pursuant to this subsection shall be deemed, for purposes of
3 federal income taxation, as life insurance proceeds and not as a
4 death benefit if the Internal Revenue Service approves this
5 provision pursuant to a private letter ruling request which shall be
6 submitted by the Board of Trustees of the System for that purpose.

7 (13) Upon the death of a member who dies leaving no living
8 beneficiary or having designated his or her estate as beneficiary,
9 the System may pay any applicable death benefit, unpaid
10 contributions, or unpaid benefit which may be subject to probate, in
11 an amount of Twenty-five Thousand Dollars (\$25,000.00) or less,
12 without the intervention of the probate court or probate procedure
13 pursuant to Section 1 et seq. of Title 58 of the Oklahoma Statutes.

14 (a) Before any applicable probate procedure may be waived, the
15 System must be in receipt of the member's proof of death and the
16 following documents from those persons claiming to be the legal
17 heirs of the deceased member:

18 1. The member's valid last will and testament, trust
19 documents or affidavit that a will does not exist;

20 2. An affidavit or affidavits of heirship which must
21 state:

22 a. the names and signatures of all claiming heirs to
23 the deceased member's estate including the
24 claiming heirs' names, relationship to the

1 deceased, current addresses, tax I.D. numbers if
2 known and current telephone numbers,

3 b. a statement or statements by the claiming heirs
4 that no application or petition for the
5 appointment of a personal representative is
6 pending or has been granted in any jurisdiction,

7 c. a description of the personal property claimed,
8 (i.e., death benefit or unpaid contributions or
9 both) together with a statement that such
10 personal property is subject to probate,

11 d. a statement by each individual claiming heir
12 identifying the amount of personal property that
13 the heir is claiming from the System, and that
14 the heir has been notified of, is aware of and
15 consents to the identified claims of all the
16 other claiming heirs of the deceased member
17 pending with the System;

18 3. A written agreement or agreements signed by all
19 claiming heirs of the deceased member which provides
20 that the claiming heirs release, discharge and hold
21 harmless the System from any and all liability,
22 obligations and costs which it may incur as a result
23 of making a payment to any of the deceased member's
24 heirs;

1 4. A corroborating affidavit from an individual other
2 than a claiming heir, who was familiar with the
3 affairs of the deceased member;

4 5. Proof that all debts of the deceased member, including
5 payment of last sickness, hospital, medical, death,
6 funeral and burial expenses have been paid or provided
7 for.

8 (b) The Executive Director of the System shall retain complete
9 discretion in determining which requests for probate waiver may be
10 granted or denied, for any reason. Should the System have any
11 question as to the validity of any document presented by the
12 claiming heirs, or as to any statement or assertion contained
13 therein, the probate requirement provided for in Section 1 et seq.
14 of Title 58 of the Oklahoma Statutes shall not be waived.

15 (c) After paying any death benefits or unpaid contributions to
16 any claiming heirs as provided pursuant to this subsection, the
17 System is discharged and released from any and all liability,
18 obligation and costs to the same extent as if the System had dealt
19 with a personal representative of the deceased member. The System
20 is not required to inquire into the truth of any matter specified in
21 this subsection or into the payment of any estate tax liability.

22 (14) Upon the death of a retired member, the benefit payment
23 for the month in which the retired member died, if not previously
24 paid, shall be made to the joint annuitant if still living, to the

1 beneficiary of the member if the joint annuitant is deceased, or to
2 the member's estate if there is no surviving joint annuitant or
3 beneficiary. Such benefit payment shall be made in an amount equal
4 to a full monthly benefit payment regardless of the day of the month
5 in which the retired member died.

6 SECTION 3. AMENDATORY 70 O.S. 2021, Section 17-116.2, is
7 amended to read as follows:

8 Section 17-116.2 A. 1. Beginning July 1, 1987, and prior to
9 July 1, 1995, a member who retires on or after the member's normal
10 retirement age or whose retirement is because of disability shall
11 receive an annual allowance for life, payable monthly, in an amount
12 equal to two percent (2%) of the member's highest three-year average
13 salary upon which member contributions were made, multiplied by the
14 number of the member's years of creditable service.

15 A classified member who retired prior to July 1, 1986, shall
16 have the member's retirement allowance calculated on a minimum
17 average salary of Eleven Thousand Five Hundred Dollars (\$11,500.00)
18 or on the member's current minimum average salary plus Two Thousand
19 Dollars (\$2,000.00), whichever is greater. Beginning July 1, 1994,
20 a classified member who retired prior to July 1, 1993, shall have
21 the member's retirement allowance calculated on the member's current
22 minimum average salary plus Five Hundred Fifty Dollars (\$550.00).
23 An unclassified member who retired prior to July 1, 1986, shall have
24 the member's retirement allowance calculated on a minimum average

1 salary of Nine Thousand Five Hundred Dollars (\$9,500.00) or on the
2 member's current minimum average salary plus One Thousand Dollars
3 (\$1,000.00), whichever is greater. Beginning July 1, 1994, an
4 unclassified member who retired prior to July 1, 1993, shall have
5 the member's retirement allowance calculated on the member's current
6 minimum average salary plus Two Hundred Seventy-five Dollars
7 (\$275.00). Those individuals receiving benefits pursuant to
8 subsection (3) of Section 17-105 of this title whose benefits
9 commenced prior to July 1, 1993, shall receive an increase in
10 benefits of two and one-half percent (2 1/2%). No retirement
11 benefit payments shall be made retroactively.

12 For those members retiring before normal retirement age, except
13 for those members retiring because of a disability, the retirement
14 allowance shall be subject to adjustment in accordance with the
15 actuarial equivalent factors adopted by the Board of Trustees.

16 2. Beginning July 1, 1995, a member, who has no service
17 performed on or after July 1, 1995, for an entity or institution
18 within The Oklahoma State System of Higher Education, who retires on
19 or after the member's normal retirement age or whose retirement is
20 because of disability shall receive an annual allowance for life,
21 payable monthly as follows:

22 a. if the member becomes a member after June 30, 1995,
23 and was not eligible to become a member prior to July
24 1, 1995, in an amount equal to two percent (2%) of the

1 member's average salary upon which member
2 contributions were made, multiplied by the number of
3 the member's years of creditable service, or

4 b. if the member became a member or is eligible to become
5 a member prior to July 1, 1995, and elected to have a
6 maximum compensation level in excess of Twenty-five
7 Thousand Dollars (\$25,000.00) pursuant to paragraph 1
8 of subsection C of this section or pursuant to
9 subsection E of this section, or if the member's
10 salary has never exceeded Twenty-five Thousand Dollars
11 (\$25,000.00) prior to July 1, 1995, in an amount equal
12 to:

13 (1) two percent (2%) of the member's average salary
14 upon which member contributions were made not to
15 exceed Forty Thousand Dollars (\$40,000.00),
16 multiplied by the number of the member's years of
17 credited service authorized and performed prior
18 to July 1, 1995, plus any years of prior service
19 authorized under this title, plus

20 (2) two percent (2%) of the member's average salary
21 upon which member contributions were made,
22 multiplied by the number of the member's years of
23 credited service authorized and performed after
24 June 30, 1995, or

1 c. if the member became a member or is eligible to become
2 a member prior to July 1, 1995, and was eligible to
3 elect to have a maximum compensation level in excess
4 of Twenty-five Thousand Dollars (\$25,000.00) and did
5 not elect or elected not to have a maximum
6 compensation level of Forty Thousand Dollars
7 (\$40,000.00) pursuant to paragraph 1 of subsection C
8 of this section or pursuant to subsection E of this
9 section, in an amount equal to:

10 (1) two percent (2%) of the member's average salary
11 upon which member contributions were made not to
12 exceed Twenty-five Thousand Dollars (\$25,000.00),
13 multiplied by the number of the member's years of
14 credited service authorized and performed prior
15 to July 1, 1995, plus any years of prior service
16 authorized under this title, plus

17 (2) two percent (2%) of the member's average salary
18 upon which member contributions were made,
19 multiplied by the number of the member's years of
20 credited service authorized and performed after
21 June 30, 1995.

22 3. A member who becomes a member on or after the effective date
23 of this act and who retires on or after the member's normal
24 retirement age or whose retirement is because of disability shall

1 receive an annual allowance for life, payable monthly, in an amount
2 equal to:

3 a. one and seven-tenths percent (1.7%) of the member's
4 average salary multiplied by the number of member's
5 years of credited service, if the member has at least
6 five (5) years but not more than thirteen (13) years
7 of credited service,

8 b. two percent (2.0%) of the member's average salary
9 multiplied by the number of member's years of credited
10 service, if the member has more than thirteen (13)
11 years but not more than twenty-five (25) years of
12 credited service,

13 c. two and one-tenths percent (2.1%) of the member's
14 average salary multiplied by the number of member's
15 years of credited service, if the member has more than
16 twenty-five (25) years but not more than thirty-three
17 (33) years of credited service, or

18 d. two and two-tenths percent (2.2%) of the member's
19 average salary multiplied by the number of member's
20 years of credited service, if the member has more than
21 thirty-three (33) years of credited service.

22 B. Except as otherwise provided for in this section, the amount
23 contributed by each member to the retirement system shall be:
24

1 1. Beginning July 1, 1992, through June 30, 1996, six percent
2 (6%) of the regular annual compensation of such member not in excess
3 of Twenty-five Thousand Dollars (\$25,000.00) and beginning July 1,
4 1995, through June 30, 1996, six percent (6%) of the maximum
5 compensation level;

6 2. Beginning July 1, 1996, through June 30, 1997, six and one-
7 half percent (6 1/2%) of the regular annual compensation of members,
8 who are not employed by an entity or institution within The Oklahoma
9 State System of Higher Education not in excess of Twenty-five
10 Thousand Dollars (\$25,000.00) and beginning July 1, 1996, through
11 June 30, 1997, six and one-half percent (6 1/2%) of the regular
12 annual compensation of members, who are employed by an entity or
13 institution within The Oklahoma State System of Higher Education,
14 not in excess of Twenty-five Thousand Dollars (\$25,000.00);

15 3. Beginning July 1, 1997, seven percent (7%) of the regular
16 annual compensation of the member not in excess of any applicable
17 maximum compensation level of the member; and

18 4. All public schools in this state shall treat the employee
19 contributions as being picked up under the provisions of Section 414
20 (h) (2) of the Internal Revenue Code of 1986 in determining tax
21 treatment.

22 Subject to Internal Revenue Service approval, paragraph 4 of this
23 subsection shall not apply to a comprehensive university group
24 established on or before July 1, 1998, whose employee contributions

1 were consistently treated as not picked up as of July 1, 1998, and
2 at all times thereafter.

3 C. 1. Prior to July 1, 1995, an active member of the System
4 may elect to have a maximum compensation level of Forty Thousand
5 Dollars (\$40,000.00). Such an election shall be made in writing and
6 filed with the System. Members whose salaries are in excess of
7 Twenty-five Thousand Dollars (\$25,000.00) on July 20, 1987, shall
8 file the election with the System prior to January 1, 1988. Members
9 whose salaries exceed Twenty-five Thousand Dollars (\$25,000.00)
10 after July 20, 1987, shall file the election when the salary exceeds
11 Twenty-five Thousand Dollars (\$25,000.00). If a member makes such
12 an election, the member shall contribute the following amounts:

- 13 a. beginning July 1, 1992, through June 30, 1993, eleven
14 percent (11%) of the regular annual compensation of
15 such member that is in excess of Twenty-five Thousand
16 Dollars (\$25,000.00) and is not in excess of Forty
17 Thousand Dollars (\$40,000.00),
- 18 b. beginning July 1, 1993, through June 30, 1994, nine
19 percent (9%) of the regular annual compensation of
20 such member that is in excess of Twenty-five Thousand
21 Dollars (\$25,000.00) and is not in excess of Forty
22 Thousand Dollars (\$40,000.00), and
- 23 c. beginning July 1, 1994, through June 30, 1995, eight
24 percent (8%) of the regular annual compensation of

1 such member that is in excess of Twenty-five Thousand
2 Dollars (\$25,000.00) and is not in excess of Forty
3 Thousand Dollars (\$40,000.00). Except as provided in
4 subsection E of this section, any such election shall
5 be irrevocable.

6 2. After June 30, 1995, in addition to the amount contributed
7 by each member to the retirement system pursuant to subsection B of
8 this section, the total amount contributed by each member to the
9 retirement system shall include, beginning July 1, 1995, through
10 June 30, 1997, seven percent (7%) of the regular annual compensation
11 of each member, who is not employed by an entity or institution
12 within The Oklahoma State System of Higher Education, that is in
13 excess of Twenty-five Thousand Dollars (\$25,000.00) and beginning
14 July 1, 1996, through June 30, 1997, seven percent (7%) of the
15 regular annual compensation of each member who is employed by an
16 entity or institution within The Oklahoma State System of Higher
17 Education in excess of Twenty-five Thousand Dollars (\$25,000.00),
18 but not in excess of any applicable maximum compensation level of
19 the member.

20 D. 1. Any member who was a contributing member of the
21 Retirement System between July 1, 1987, and June 30, 1995, who at
22 the time the member was eligible to make an election to increase the
23 maximum compensation level of the member, failed to make an election
24 or chose not to increase the maximum compensation level of the

1 member to Forty Thousand Dollars (\$40,000.00), may elect to make
2 back contributions to the Retirement System. The member shall
3 complete a new election form and file with the Board of Trustees,
4 the form and a payment equaling the difference between the amount
5 contributed at the twenty-five-thousand-dollar level and the
6 appropriate contribution on compensation in excess of Twenty-five
7 Thousand Dollars (\$25,000.00) up to a maximum of Forty Thousand
8 Dollars (\$40,000.00) shall be made prior to the official retirement
9 date of the member. The required payment shall include any
10 contribution required by the employing school district, and shall
11 include interest compounded annually at ten percent (10%) per annum
12 of both employer and employee contributions.

13 2. Any changes made pursuant to this subsection shall be
14 irrevocable.

15 E. 1. An individual who withdrew from the Teachers' Retirement
16 System and whose salary was in excess of Seven Thousand Eight
17 Hundred Dollars (\$7,800.00) and had elected to contribute only on
18 Seven Thousand Eight Hundred Dollars (\$7,800.00) before his or her
19 withdrawal shall contribute on the earning ceiling as provided for
20 in this section on his or her reentry into membership in the
21 Teachers' Retirement System.

22 2. An individual who elected to contribute on a maximum of
23 Seven Thousand Eight Hundred Dollars (\$7,800.00) per annum shall,
24

1 beginning July 1, 1979, contribute on his or her earning ceiling as
2 provided for in this section.

3 3. Any member who elected to contribute on Seven Thousand Eight
4 Hundred Dollars (\$7,800.00) prior to January 1, 1978, and whose
5 salary was more than Seven Thousand Eight Hundred Dollars
6 (\$7,800.00) during the school years 1974-75 through 1978-79 may
7 elect to make back contributions to the retirement system by paying
8 the five percent (5%) contributions on the difference between Seven
9 Thousand Eight Hundred Dollars (\$7,800.00) and the actual salary of
10 the member, not to exceed Ten Thousand Dollars (\$10,000.00) for each
11 applicable school year, plus interest compounded annually at ten
12 percent (10%) per annum. Such payment shall be made prior to the
13 official retirement date of the member.

14 F. Each employer shall cause to be deducted from the salary of
15 each member on each and every payroll of such employer for each and
16 every payroll period, the proper percentage of his or her earnable
17 compensation as provided for in subsection B or subsection C of this
18 section.

19 1. Deductions shall begin with the first payroll period of the
20 school year. In determining the amount earnable by a member in a
21 payroll period, the Board of Trustees shall consider the rate of
22 annual compensation payable to such member on the first day of the
23 payroll period as continuing throughout such payroll period, and it
24 may omit deductions from compensation for any period less than a

1 full period, and to facilitate the making of deductions, it may
2 modify the deduction required of any member by such an amount as
3 shall not exceed one-tenth of one percent (1/10 of 1%) of the annual
4 compensation upon the basis of which such deduction is to be made.
5 Prior to January 1, 1991, any active contributing member who joined
6 the System subsequent to July 1, 1943, may pay the normal cost,
7 which shall mean the single sum which would have been paid under
8 existing statutes at the time the service was performed, plus
9 interest, for years of teaching service in Oklahoma from the date of
10 establishment of the System in 1943 to date of membership, in a lump
11 sum, or in installments equal to establishing one (1) year of
12 creditable service. Effective January 1, 1991, any active
13 contributing member who joined the System subsequent to July 1,
14 1943, may pay the amount determined by the Board of Trustees
15 pursuant to Section 17-116.8 of this title for years of teaching
16 service in Oklahoma from the date of establishment of the System in
17 1943 to date of membership, in a lump sum, or in installments equal
18 to establishing one (1) year of creditable service. For purposes of
19 this option, teaching service in Oklahoma shall include the teaching
20 of vocational agricultural courses within Oklahoma for the federal
21 government. Years for which contributions are paid shall count as
22 membership service under this plan. A member may receive credit for
23 not more than five (5) years of teaching service rendered while in
24 the Peace Corps or in the public schools of a territory of the

1 United States or the public schools, American Military Dependent
2 Schools or state colleges or state universities outside this state
3 by paying his or her contributions, plus interest, and membership
4 fees to the retirement system, subject to the regulations of the
5 Board of Trustees, providing he or she is not receiving and is not
6 eligible to receive retirement credit or benefits from said service
7 in any other public retirement system of this state, or any other
8 state or territory of the United States subject to the following
9 provisions:

10 a. the member is required to have two (2) years of
11 employed service teaching earned in Oklahoma for each
12 year of Peace Corps, territorial, out-of-state,
13 noncovered in-state or military membership credit
14 granted.

15 b. prior to January 1, 1991, the out-of-state or
16 noncovered in-state payment shall be the normal cost,
17 which means the single sum which would have been paid
18 under existing law at the time the service was
19 performed, plus interest, on the basis of what his or
20 her annual salary would have been in Oklahoma or out
21 of state, whichever is greater, had he or she been
22 employed as a teacher. Effective January 1, 1991, the
23 Peace Corps, territorial, out-of-state or noncovered
24 in-state payment shall be the amount determined by the

1 Board of Trustees pursuant to Section 17-116.8 of this
2 title.

3 2. In addition to the deductions hereinabove provided for, any
4 member who becomes a member of the Armed Forces of the United States
5 of America during any period of national emergency, including World
6 War II, the Korean conflict, the Vietnam conflict or others as may
7 be determined by the Board of Trustees, or whose entrance into or
8 training for the teaching profession was interrupted by his or her
9 entrance into the Armed Forces, and who was or shall have become a
10 member of the Teachers' Retirement System shall be granted the
11 privilege of making up his or her five percent (5%) contributions as
12 provided for in this section until January 1, 1991, for not to
13 exceed five (5) years of service in the Armed Forces by electing to
14 pay said contributions on the basis of the rate of pay in his or her
15 contract as a teacher at the time his or her service in the Armed
16 Forces commenced or in the case of a teacher who was not teaching
17 prior to entering the Armed Forces, on the basis of the salary of
18 the first year of teaching after being honorably discharged from the
19 Armed Forces. Effective January 1, 1991, the member will receive
20 such service upon payment of the amount determined by the Board of
21 Trustees pursuant to Section 17-116.8 of this title. Such
22 contributions shall be credited in the regular manner, and the
23 period for which said contributions were paid shall be counted as
24 creditable years of service and allocated to the period during which

1 the military service was rendered, except that the period for which
2 contributions were paid must have been continuous and shall be
3 credited in the aggregate, regardless of fiscal year limitations.
4 Notwithstanding any provision herein to the contrary, contributions,
5 benefits and service credit with respect to qualified military
6 service as defined by Section 414(u) of the Internal Revenue Code of
7 1986 shall be provided in accordance with Section 414(u) of the
8 Internal Revenue Code.

9 3. Retirement benefits for all service credits purchased
10 pursuant to this subsection shall be determined in accordance with
11 the provisions of paragraph 2 of this subsection.

12 G. Effective July 1, 2004, the total creditable service of a
13 member who retires or terminates employment and elects a vested
14 benefit shall include not to exceed one hundred twenty (120) days of
15 unused sick leave accumulated subsequent to August 1, 1959. Twenty
16 (20) days of unused sick leave shall equal one (1) month for
17 purposes of creditable service credit. If the member becomes a
18 member or was eligible to become a member prior to July 1, 1995, the
19 year of credit received in this section shall be treated as service
20 earned prior to July 1, 1995. This subsection shall apply to
21 members retiring or vesting on or after the effective date of this
22 act and shall not be retroactive.

23 H. Any member who:
24

1 1. Shall be absent from the teaching service because of
2 election to the State Legislature or appointment to the executive
3 branch in an education-related capacity shall be allowed thirty (30)
4 days from the date as of which the person is officially elected or
5 appointed to file an election with the Teachers' Retirement System
6 to retain his or her membership in the Teachers' Retirement System
7 upon payment of the contribution required of other members and
8 employers of said members as provided for in this section and his or
9 her service credits shall continue to be accumulated during such
10 absence, provided he or she is not receiving retirement credits or
11 benefits from said service beginning after July 1, 1992, in other
12 public retirement systems; or

13 2. Became an employee of the Oklahoma Commission for Teacher
14 Preparation on or subsequent to June 1, 2001, but prior to July 1,
15 2002, who was previously employed by a participating employer within
16 the Teachers' Retirement System of Oklahoma, may elect to cancel any
17 accumulated service credit accrued within the Oklahoma Public
18 Employees Retirement System on or after June 1, 2001, but prior to
19 July 1, 2002, by filing an election with the Oklahoma Public
20 Employees Retirement System for the cancellation of such service
21 credit. The election shall be irrevocable and shall require the
22 Oklahoma Public Employees Retirement System to transfer all
23 accumulated employer and employee contributions made on behalf of or
24 by the person making such election to the Teachers' Retirement

1 System for such period of time. The Teachers' Retirement System
2 shall compute the employee contributions that would have been made
3 to the System by such employee if the contributions had been
4 computed pursuant to this section. In order to receive the full
5 amount of creditable service for the period of time on or after June
6 1, 2001, but not later than June 30, 2002, the employee shall be
7 required to pay any difference between the transferred employee
8 contributions and the amount computed by the Teachers' Retirement
9 System. The employee may make payment of any required amount in the
10 manner provided by and subject to the requirements of Section 17-
11 116.8 of this title. After payment of all required employee
12 contributions, the Teachers' Retirement System shall credit the
13 period of time represented by the transferred employee contributions
14 as creditable service within the meaning of Section 17-101 of this
15 title. After the transfer of the employee contributions, the
16 Oklahoma Public Employees Retirement System shall cancel any service
17 credit previously accumulated for the period of time represented by
18 such transferred employee contributions. Any person who makes the
19 election provided for by this paragraph, and who continues
20 employment with the Oklahoma Commission for Teacher Preparation on
21 or after July 1, 2002, shall continue to accrue service credit in
22 the Teachers' Retirement System of Oklahoma. The employer shall
23 make employer contributions according to the requirements of Section
24

1 17-108.1 of this title and shall provide for the deduction of
2 employee contributions as required by this section.

3 I. Any member who shall be absent from the teaching service
4 because of election or appointment as a local, state or national
5 education association officer, prior to January 1, 2011, shall be
6 allowed to retain his or her membership in the Teachers' Retirement
7 System upon payment of the contribution required of other members
8 and employers of said members as provided for in this section and
9 his or her service credits shall continue to be accumulated during
10 such absence. Provided, however, any one such absence shall not
11 exceed twelve (12) continuous years. No member who has less than
12 ten (10) years of contributory service on July 1, 1994, may make
13 this election after June 30, 1994. Members contributing to the
14 System on July 1, 1994, may continue to contribute under this
15 subsection until they have completed eight (8) years allowed by this
16 subsection. The member may file for retirement when otherwise
17 eligible for retirement as provided by Section 17-105 of this title.

18 J. A member may receive credit for those years of service
19 accumulated by the member while employed by an entity which is a
20 participating employer in the Oklahoma Firefighters Pension and
21 Retirement System, the Oklahoma Police Pension and Retirement
22 System, the Uniform Retirement System for Justices and Judges, the
23 Oklahoma Law Enforcement Retirement System, or the Oklahoma Public
24 Employees Retirement System, if the member is not receiving or

1 eligible to receive retirement credit or benefits from said service
2 in any other public retirement system. A member also may receive
3 credit for those years of service with the Department of Wildlife
4 Conservation or with an employer that is a participating employer
5 within one of the state retirement systems specifically referred to
6 in this section when at the time of such service by the member the
7 employer was not such a participating employer, if the member is not
8 receiving or eligible to receive retirement credit or benefits from
9 said service in any other public retirement system. To receive the
10 service credit provided in this subsection, the member shall pay the
11 amount determined by the Board of Trustees pursuant to Section 17-
12 116.8 of this title. For purposes of this subsection, creditable
13 service transferred from the Oklahoma Public Employees Retirement
14 System shall include service authorized under paragraph (f) of
15 subsection (2) of Section 913 of Title 74 of the Oklahoma Statutes
16 as amended from time to time. Members who retire prior to July 1,
17 1993, shall have their monthly benefit adjusted to include all
18 services accrued under paragraph (f) of subsection (2) of Section
19 913 of Title 74 of the Oklahoma Statutes. Provided however, any
20 adjustment of existing retirement benefits caused by reason of
21 inclusion of such service authorized under paragraph (f) of
22 subsection (2) of Section 913 of Title 74 of the Oklahoma Statutes
23 shall not affect any retirement benefit paid prior to July 1, 1993.

24

1 K. 1. An active member of the Teachers' Retirement System of
2 Oklahoma may receive credit for those years of service accumulated
3 by the member while a member of the Oklahoma Public Employees
4 Retirement System if:

5 a. the member is an active member of the Teachers'
6 Retirement System of Oklahoma, and

7 b. the member provides notice to the Oklahoma Public
8 Employees Retirement System and the Teachers'
9 Retirement System of Oklahoma of the member's election
10 to transfer said service credit. The notice shall

11 include a list of the years to be transferred, and

12 c. the member is not receiving or eligible to receive
13 retirement credit or benefits from said service in any
14 other public retirement system, notwithstanding the
15 years of service sought to be transferred under this
16 subsection.

17 Members electing to take advantage of the transfer authorized by
18 this subsection who are receiving or eligible to receive retirement
19 credit or benefits from said service in any other public retirement
20 system shall have all service credit with the Oklahoma Public
21 Employees Retirement System canceled which is not transferred to the
22 Teachers' Retirement System of Oklahoma or used as a cash offset in
23 such a transfer pursuant to subparagraph d of paragraph 2 of this
24 subsection. Service credit transferred to the Teachers' Retirement

1 System of Oklahoma under this subsection shall also be canceled with
2 the Oklahoma Public Employees Retirement System.

3 2. For purposes of this subsection, the "sending system" shall
4 mean the Oklahoma Public Employees Retirement System. The
5 "receiving system" shall mean the Teachers' Retirement System of
6 Oklahoma.

7 a. Within thirty (30) days notification of an intent to
8 transfer is received by the sending system, the
9 sending system shall, according to its own rules and
10 regulations:

11 (1) for members who have accrued at least eight (8)
12 years of credited service with the sending
13 system, determine the present value of the
14 member's earned benefits attributable to the
15 years of service sought to be transferred,
16 discounted according to the member's age at the
17 time of transfer and computed as of the earliest
18 age at which the member would be able to retire.
19 Said computation shall assume an unreduced
20 benefit and be computed using interest and
21 mortality assumptions consistent with the
22 actuarial assumptions adopted by the Board of
23 Trustees for purposes of preparing the annual
24 actuarial evaluation, but shall not make any

1 projections regarding future salary. For
2 employees who have accrued at least eight (8)
3 years of credited service, the sending system
4 shall use the product of this calculation for
5 purposes of determining the transfer fee to be
6 paid by the employee under subparagraph c of this
7 paragraph so long as it is greater than the
8 product of the calculation in division (2) of
9 this subparagraph, and

- 10 (2) determine the sum of the employee and employer
11 contributions applicable to the years of service
12 sought to be transferred plus interest consistent
13 with the actuarial assumptions adopted by the
14 Board of Trustees for purposes of preparing the
15 annual actuarial evaluation. For all nonvested
16 members, and for members who have accrued at
17 least eight (8) years of credited service, if the
18 product of this calculation is greater than the
19 product of the calculation in division (1) of
20 this subparagraph, the sending system shall use
21 the product of this calculation for purposes of
22 determining the amount to be transferred by the
23 sending system under subparagraph c of this
24

1 paragraph and any transfer fee to be paid by the
2 member under subparagraph d of this paragraph.

3 b. Within thirty (30) days notification of an intent to
4 transfer is received by the receiving system, the
5 receiving system shall determine, according to the
6 system's own rules and regulations, the present value
7 of the member's incremental projected benefits
8 discounted according to the member's age at the time
9 of the transfer. Incremental projected benefits shall
10 be the difference between the projected benefit said
11 member would receive without transferring the service
12 credit and the projected benefit after transfer of
13 service credit computed as of the earliest age at
14 which the member would be able to retire. Said
15 computation shall assume an unreduced benefit and be
16 computed using interest, salary projections and
17 mortality assumptions consistent with the actuarial
18 assumptions adopted by the Board of Trustees for
19 purposes of preparing the annual actuarial evaluation.

20 c. The sending system shall, within sixty (60) days from
21 the date notification of an intent to transfer is
22 received by the sending system, transfer to the
23 receiving system the amount determined in subparagraph
24 a of this paragraph. Except if the cost as calculated

1 under subparagraph a of this paragraph is greater than
2 the actuarial value of the incremental benefit in the
3 receiving system, as established in subparagraph b of
4 this paragraph, the sending system shall send the
5 receiving system an amount equal to the actuarial
6 value of the incremental projected benefit in the
7 receiving system.

8 d. In order to receive the credit provided for in
9 paragraph 1 of this subsection, if the cost of the
10 actuarial value of the incremental benefit to the
11 receiving system is greater than the cost as
12 calculated under subparagraph a of this paragraph for
13 the same years of service to the sending system as
14 established in subparagraphs a and b of this
15 paragraph, the employee shall elect to:

- 16 (1) pay any difference to receive full credit for the
17 years sought to be transferred, or
18 (2) receive prorated service credit for only the
19 amount received from the Oklahoma Public
20 Employees Retirement System pursuant to this
21 subsection.

22 Such an election shall be made in writing, filed with
23 the System prior to receiving the credit provided for
24

1 in paragraph 1 of this subsection, and shall be
2 irrevocable.

3 3. Within sixty (60) days of successfully completing all of the
4 requirements for transfer under this subsection, the sending system
5 shall pay the receiving system any amount due under this subsection.
6 Within sixty (60) days of successfully completing all of the
7 requirements for transfer under this subsection, the member shall
8 pay the receiving system any amount due under this subsection. In
9 the event that the member is unable to pay the transfer fee provided
10 for in this subsection by the due date, the Board of Trustees of the
11 receiving system shall permit the member to amortize the transfer
12 fee over a period not to exceed sixty (60) months. Said payments
13 shall be made by payroll deductions unless the Board of Trustees
14 permits an alternate payment source. The amortization shall include
15 interest in an amount not to exceed the actuarially assumed interest
16 rate adopted by the Board of Trustees for investment earnings each
17 year. Any member who ceases to make payment, terminates, retires or
18 dies before completing the payments provided for in this section
19 shall receive prorated service credit for only those payments made,
20 unless the unpaid balance is paid by said member, his or her estate
21 or successor in interest within six (6) months after said member's
22 death, termination of employment or retirement, provided no
23 retirement benefits shall be payable until the unpaid balance is
24

1 paid, unless said member or beneficiary affirmatively waives the
2 additional six-month period in which to pay the unpaid balance.

3 4. Years of service transferred pursuant to this subsection
4 shall be used both in determining the member's retirement benefit
5 and in determining the years of service for retirement and/or
6 vesting purposes. Years of service rendered as a member of the
7 Oklahoma Public Employees Retirement System prior to July 1, 1992,
8 if any, shall be deemed to be years of service rendered as a member
9 of the Teachers' Retirement System of Oklahoma prior to July 1,
10 1992, and shall qualify such person as a member of the Teachers'
11 Retirement System of Oklahoma before July 1, 1992.

12 5. Notwithstanding the requirements of subsection (5) of
13 Section 917 of Title 74 of the Oklahoma Statutes, members electing
14 to take advantage of the transfer authorized by this subsection who
15 have withdrawn their contributions from the sending system shall
16 remit to the sending system the amount of the accumulated
17 contributions the member has withdrawn plus simple interest of ten
18 percent (10%) per annum prior to making said election or the
19 election shall be deemed invalid and the transfer shall be canceled.
20 If such an election is deemed invalid and the transfer is canceled,
21 the accumulated contribution remitted to the sending system by the
22 member who originally withdrew their contributions shall be returned
23 to the member. The member's rights and obligations regarding any
24 service credit reestablished in the sending system due to a failure

1 to satisfy the requirements of this subsection shall be determined
2 by the sending system in accordance with Section 901 et seq. of
3 Title 74 of the Oklahoma Statutes.

4 6. If any member fails for any reason to satisfy the
5 requirements of this subsection, the election to transfer service
6 credit shall be void and of no effect, and any service credited as a
7 result of this transfer shall be canceled. If such service is
8 canceled, the years of canceled service credit which were
9 unsuccessfully transferred to the receiving system from the sending
10 system shall be reestablished in the sending system. The member's
11 rights and obligations regarding any service credit reestablished in
12 the sending system due to a failure to satisfy the requirements of
13 this subsection shall be determined by the sending system in
14 accordance with Section 901 et seq. of Title 74 of the Oklahoma
15 Statutes.

16 7. The Board of Trustees shall promulgate such rules as are
17 necessary to implement the provisions of this subsection.

18 L. Any member whose regular annual compensation was not
19 determined as provided for by law may pay the member contribution
20 required pursuant to subsection B of this section on such amount not
21 included in the member's regular annual compensation and receive
22 credit for such amount in the calculation of the member's benefit.
23 The employees must pay the employer contributions required pursuant
24 to Section 17-108.1 of this title. Interest at the rate of ten

1 percent (10%) per annum shall be charged to both employee and
2 employer contributions. Provided that the employing district may
3 pay all or any portion of the contributions and interest the member
4 is required to pay. Any payment by the employing district for a
5 prior year obligation shall be considered a current obligation of
6 the employer.

7 M. Any active member who elected during the 1978-79 school year
8 to pay the difference between five percent (5%) on actual salary not
9 exceeding Ten Thousand Dollars (\$10,000.00) and six percent (6%) on
10 actual salary not exceeding Fifteen Thousand Dollars (\$15,000.00)
11 shall receive credit for one (1) year of credited service upon
12 receipt and approval of a proper request by the Board of Trustees.

13 N. Effective July 1, 1988, any member who is employed by the
14 Governor, the State Senate, the House of Representatives or the
15 Legislative Service Bureau shall be allowed to elect to retain
16 membership in the Retirement System upon payment of the accrued and
17 current member contributions and employer contributions as provided
18 in subsection B of this section and Section 17-108.1 of this title.
19 Such contributions may be paid on behalf of the member by the
20 employing entity. Upon payment of such contributions, service
21 credits shall continue to be accumulated during such employment.
22 Accrued contributions shall be paid to the Retirement System by
23 August 1, 1989. Current contributions shall be paid to the

24

1 Retirement System by the tenth of the following month beginning with
2 the month of July 1989.

3 O. Notwithstanding any requirements of this title to restrict
4 the payment of service purchases, the Board of Trustees shall
5 promulgate such rules as necessary to allow active members of the
6 System to make installment payments for the redeposit of withdrawn
7 accounts or other payments due under the provisions of this title.
8 The rules shall permit the member to amortize the balance due over a
9 period not to exceed sixty (60) months, and shall include interest
10 consistent with the actuarial assumptions adopted by the Board of
11 Trustees for purposes of preparing the annual actuarial evaluation.
12 Further, the rules shall provide that all payments must be completed
13 prior to the effective retirement date of the member.

14 P. 1. A member of the Oklahoma Public Employees Retirement
15 System who becomes a member of the Teachers' Retirement System of
16 Oklahoma because the member has become employed by an entity or
17 institution within The Oklahoma State System of Higher Education,
18 State Board of Education, State Board of Career and Technology
19 Education, Oklahoma Department of Career and Technology Education,
20 Oklahoma School of Science and Mathematics, Oklahoma Center for the
21 Advancement of Science and Technology, State Department of
22 Rehabilitation Services, Oklahoma State Regents for Higher
23 Education, Department of Corrections, State Department of Education,
24 Oklahoma Board of Private Vocational Schools, Board of Regents of

1 Oklahoma Colleges, Oklahoma Student Loan Authority, or the Teachers'
2 Retirement System of Oklahoma, may elect to receive credit in the
3 Teachers' Retirement System of Oklahoma for those years of service
4 accumulated by the member in the Oklahoma Public Employees
5 Retirement System pursuant to this subsection. A member shall be
6 eligible to elect to receive credit for such years of service if:

7 a. the member is an active member of the Teachers'
8 Retirement System of Oklahoma,

9 b. the member provides notice to the Teachers' Retirement
10 System of Oklahoma and the Oklahoma Public Employees
11 Retirement System of the member's election to transfer
12 such retirement credit. The notice shall include a
13 list of the years to be transferred, and

14 c. the member is not receiving or eligible to receive
15 retirement credit or benefits from such service in any
16 other public retirement system, notwithstanding the
17 years of service sought to be transferred under this
18 subsection.

19 Members electing to take advantage of the transfer authorized by
20 this subsection shall have all service credit with the Oklahoma
21 Public Employees Retirement System canceled which is transferred to
22 the Teachers' Retirement System of Oklahoma.

23 2. For purposes of this subsection, the "sending system" shall
24 mean the Oklahoma Public Employees Retirement System. The

1 "receiving system" shall mean the Teachers' Retirement System of
2 Oklahoma. Within thirty (30) days after notification of an intent
3 to transfer is received by the sending system, the sending system
4 shall, according to its own rules, send to the receiving system all
5 employer and employee contributions made on behalf of the member
6 which were made to the sending system plus an additional amount of
7 earnings based on the actuarial assumed rate of the sending system.
8 Upon receipt of these contributions by the receiving system, the
9 receiving system shall give credit to the transferring member in an
10 amount equal to the years of service accrued in the sending system.

11 3. If the transferring member's normal retirement date
12 calculation is based upon the sum of the member's age and number of
13 years of credited service totaling eighty (80) in the sending
14 system, then the member shall retain such calculation in the
15 receiving system.

16 4. The Board of Trustees shall promulgate such rules as are
17 necessary to implement the provisions of this subsection.

18 Q. A former member of the Teachers' Retirement System of
19 Oklahoma who withdrew his or her contributions from the System prior
20 to January 1, 1983, and who had at least ten (10) years of service
21 in the System and purchased that service in the Oklahoma Public
22 Employees Retirement System, may elect to revoke that purchase from
23 the Oklahoma Public Employees Retirement System and to repay the
24 withdrawn contributions to the System in order to be eligible, once

1 such member reaches the normal retirement age, to receive a
2 retirement benefit that is based upon years of service and
3 compensation at the time such member terminated employment. In
4 addition, such former member may elect to transfer service credit
5 accrued in the Oklahoma Public Employees Retirement System to the
6 Teachers' Retirement System of Oklahoma pursuant to subsection K of
7 this section. The election, pursuant to this subsection, shall be
8 made prior to September 1, 2000. The election and the repayment
9 shall be made according to rules promulgated by the Board.

10 SECTION 4. AMENDATORY 70 O.S. 2021, Section 17-116.10,
11 is amended to read as follows:

12 Section 17-116.10 A. Subject to the requirements of Section 6-
13 101.2 of this title and any other applicable requirements of law, a
14 member may enter into postretirement employment with a public school
15 of Oklahoma and still receive monthly retirement benefits subject to
16 the following limitations:

17 1. A retired member is not eligible to be employed by the
18 public schools of Oklahoma, in any capacity, for sixty (60) calendar
19 days between the retiree's last day of preretirement public
20 education employment and any postretirement public education
21 employment. For purposes of this section, the term "last day of
22 preretirement employment" shall mean the last day the employee is
23 required to be physically present on the job to complete the terms
24 of the employment contract or agreement. An employee on paid leave

1 is still considered to be employed for purposes of this section.
2 Employment under any conditions during this time, volunteer services
3 for the purpose of obtaining a paid position at a later date, or
4 payment at a later time for services performed during this time
5 period shall cause the forfeiture of all retirement benefits
6 received during the period. Except as otherwise provided by
7 paragraphs 3 and 4 of this subsection, after the expiration of the
8 sixty (60) day period, a retired member may be employed by the
9 public schools of Oklahoma without any reduction in retirement
10 benefit;

11 ~~2. Unless otherwise provided in paragraph 3 of this subsection,~~
12 ~~earnings from the public schools may not exceed one-half (1/2) of~~
13 ~~the member's final average salary used in computing retirement~~
14 ~~benefits, or the Earnings Limitation for employees allowed by the~~
15 ~~Social Security Administration, whichever is less. For retired~~
16 ~~members under the age of sixty-two (62) years, the limit on allowed~~
17 ~~earnings from the public schools of Oklahoma for employment for the~~
18 ~~performance of duties ordinarily performed by classified or~~
19 ~~nonclassified personnel shall be the lesser of Fifteen Thousand~~
20 ~~Dollars (\$15,000.00) or one-half (1/2) of the member's final average~~
21 ~~salary used in computing retirement benefits unless the earnings~~
22 ~~limitation allowed by the Social Security Administration would be~~
23 ~~greater than Fifteen Thousand Dollars (\$15,000.00). For retired~~
24 ~~members sixty-two (62) years of age or older the limit on allowed~~

1 ~~earnings from the public schools of Oklahoma for the performance of~~
2 ~~duties ordinarily performed by classified or nonclassified personnel~~
3 ~~shall be the lesser of Thirty Thousand Dollars (\$30,000.00) or one~~
4 ~~half (1/2) of the member's final average salary used in computing~~
5 ~~retirement benefits. For purposes of this paragraph, the following~~
6 ~~shall apply:~~

7 a. ~~earnings shall mean "regular annual compensation" as~~
8 ~~defined in paragraph (25) of Section 17-101 of this~~
9 ~~title, and shall include any payment by a public~~
10 ~~school for services rendered by a retired member who~~
11 ~~is employed for any purpose whatsoever. Supplemental~~
12 ~~retirement payments paid by a former public school~~
13 ~~employer pursuant to subsection 9 of Section 17-105 of~~
14 ~~this title or other state law shall not be considered~~
15 ~~as earnings,~~

16 b. ~~the Earnings Limitation for employees allowed by the~~
17 ~~Social Security Administration to workers between the~~
18 ~~age of sixty-two (62) years and sixty-five (65) years~~
19 ~~shall apply to retired members below the age of sixty-~~
20 ~~two (62) years,~~

21 c. ~~the limit on allowed earnings from the public schools~~
22 ~~shall be automatically adjusted effective the first~~
23 ~~day of January of each year to reflect the current~~
24

- ~~Earnings Limitation for employees as determined from time to time by the Social Security Administration,~~
- d. ~~the earnings limit for the calendar year in which a member retires shall be one twelfth (1/12) of the annual limit multiplied by the number of months the member is eligible to work and receive payments from the public schools of Oklahoma,~~
- e. ~~earnings in excess of the maximum limit on allowed earnings from public schools of Oklahoma shall result in a loss of future retirement benefits for the year the postretirement employment was performed of One Dollar (\$1.00) for each One Dollar (\$1.00) earned over the maximum allowed earnings amount,~~
- f. ~~for those members age seventy (70) years and over, the earnings in excess of the maximum limit allowed earnings from public schools of Oklahoma shall be one-half (1/2) the member's final average salary used in computing retirement benefits. However, any retired member receiving benefits from the Retirement System who reached age seventy (70) years prior to July 1, 1991, shall not be restricted by the earnings limits pursuant to this subparagraph until January 1, 1994. To qualify for the provisions of this subparagraph, the member must be employed less than one-half (1/2)~~

1 ~~time compared to other full-time employees in similar~~
2 ~~positions;~~

3 ~~3. Notwithstanding paragraph 2 of this subsection, a retired~~
4 ~~classified or nonclassified member who has been retired for thirty-~~
5 ~~six (36) or more months and who is employed by a public school to~~
6 ~~perform duties ordinarily performed by classified or nonclassified~~
7 ~~personnel shall be able to receive annualized earnings from the~~
8 ~~public school with no reduction in retirement benefits regardless of~~
9 ~~the amount of annualized earnings. For a period of three (3) years~~
10 ~~beginning July 1, 2017, members who have retired as of July 1, 2017,~~
11 ~~as active classroom teachers, who have been retired and receiving a~~
12 ~~benefit for at least one (1) year, and who have not been employed by~~
13 ~~any public school during that one-year period, shall be eligible to~~
14 ~~be reemployed as an active classroom teacher in common or career~~
15 ~~tech school districts, with no limitations on earnings. For a~~
16 ~~period of three (3) years beginning July 1, 2021, members who have~~
17 ~~retired as of July 1, 2020, who have been retired and receiving a~~
18 ~~benefit for at least one (1) year, and who have not been employed by~~
19 ~~any public school during that one-year period, shall be eligible to~~
20 ~~be reemployed as an active classroom teacher in common or career~~
21 ~~tech school districts, with no limitations on earnings. The one-~~
22 ~~year period starts with the retiree's last day of preretirement~~
23 ~~public education employment. Members returning under this section~~
24 ~~shall not be subject to any earning limitations following the end of~~

1 ~~the three-year periods described in this paragraph. Members~~
2 ~~returning under this section shall only be employed pursuant to a~~
3 ~~temporary contract; and~~

4 ~~4.~~ A member shall be considered to be employed by a school
5 district to perform the duties ordinarily performed by classified or
6 nonclassified personnel if the member is hired by the school
7 district in the member's individual capacity to perform the duties
8 or if the member performs the duties through employment with a
9 proprietorship, partnership, corporation, limited liability company
10 or partnership, or any other business structure that has agreed or
11 contracted to provide the services to the school district;

12 3. For the first year a retired member is employed full-time by
13 a public school district, the maximum compensation amount shall be
14 Forty-five Thousand Four Hundred Twenty-nine Dollars (\$45,429.00).
15 For all years of service after the first twelve (12) months after a
16 member retires from the System, there shall be no minimum salary
17 requirement and the provisions of Section 18-114.14 of this title
18 shall not be applicable to compensation paid by a public school
19 district to a retired member of the System for full-time employment.
20 The provisions of this paragraph shall be applicable regardless of
21 whether the member is receiving his or her retirement benefit or not
22 and shall not depend upon any election the member might exercise to
23 suspend or delay receipt of the retirement benefit amount; and

1 4. For the second and subsequent years that a retired member is
2 employed full-time by a public school district, the maximum
3 compensation amount shall be Fifty-five Thousand Dollars
4 (\$55,000.00) and the provisions of Section 18-114.14 of this title
5 shall not be applicable to compensation paid by a public school
6 district for full-time employment to a retired member of the System.
7 The provisions of this paragraph shall be applicable regardless of
8 whether the member is receiving his or her retirement benefit or not
9 and shall not depend upon any election the member might exercise to
10 suspend or delay receipt of the retirement benefit amount.

11 B. A public school district that employs a retired member shall
12 be required to make contributions to the System for the retired
13 member in an amount as required in Section 17-108.1 and ~~in paragraph~~
14 ~~3 of subsection B of Section 17-116.2~~ of this title. A retired
15 member employed pursuant to the provisions of this section shall not
16 accrue any additional service credit in the Teachers' Retirement
17 System of Oklahoma resulting from performance of postretirement
18 employment with a school district. The provisions of this
19 subsection for payment of employer contribution amounts and the
20 provisions prohibiting accrual of additional service credit shall be
21 applicable regardless of whether the member is receiving his or her
22 retirement benefit or not and shall not depend upon any election the
23 member might exercise to suspend or delay receipt of the retirement
24 benefit amount.

1 C. For purposes of this section, postretirement employment of
2 less than one thousand (1,000) hours per year with the Governor, the
3 State Senate, the House of Representatives or the Legislative
4 Service Bureau shall not be considered as postretirement employment
5 with a public school of Oklahoma.

6 D. The Board of Trustees of the Teachers' Retirement System of
7 Oklahoma shall promulgate such rules as are necessary to implement
8 the provisions of this section.

9 E. A member who has entered into postretirement employment with
10 a participating employer of the Teachers' Retirement System of
11 Oklahoma must fully comply with all the provisions of the rules
12 promulgated by the Board of Trustees pursuant to this section in
13 order to continue receiving his or her monthly retirement benefit.

14 SECTION 5. NEW LAW A new section of law to be codified
15 in the Oklahoma Statutes as Section 6-101.6c of Title 70, unless
16 there is created a duplication in numbering, reads as follows:

17 A school district that employs a retired member of the Teachers'
18 Retirement System of Oklahoma shall not be subject to any provisions
19 of law related to pretermination procedures and the school district
20 shall not have any legal obligation to enter into a postretirement
21 employment contract. All such postretirement employment contracts
22 shall be for a period of no longer than twelve (12) months as agreed
23 to by the school district and the retired member. No school
24 district shall be obligated to rehire a retired member with whom the

1 district has previously entered into a postretirement employment
 2 contract.

3 SECTION 6. AMENDATORY 70 O.S. 2021, Section 18-114.14,
 4 is amended to read as follows:

5 Section 18-114.14 A. Beginning with the 2018-2019 school year,
 6 certified personnel, as defined in Section 26-103 of this title, in
 7 the public schools of Oklahoma shall receive in salary and/or fringe
 8 benefits not less than the amounts specified in the following
 9 schedule:

10 MINIMUM SALARY SCHEDULE

11 National

12 Years of	Bachelor's	Board	Master's	Doctor's
13 Experience	Degree	Certification	Degree	Degree
14 0	\$36,601	\$37,759	\$37,991	\$39,381
15 1	\$37,035	\$38,193	\$38,425	\$39,815
16 2	\$37,469	\$38,628	\$38,859	\$40,249
17 3	\$37,904	\$39,062	\$39,294	\$40,684
18 4	\$38,338	\$39,496	\$39,728	\$41,118
19 5	\$38,810	\$39,968	\$40,200	\$41,590
20 6	\$39,273	\$40,432	\$40,663	\$42,054
21 7	\$39,737	\$40,895	\$41,127	\$42,517
22 8	\$40,200	\$41,358	\$41,590	\$42,980
23 9	\$40,663	\$41,822	\$42,054	\$43,444
24 10	\$41,684	\$42,844	\$43,568	\$45,945

1	11	\$42,177	\$43,336	\$44,061	\$46,438
2	12	\$42,670	\$43,829	\$44,554	\$46,931
3	13	\$43,162	\$44,322	\$45,047	\$47,424
4	14	\$43,655	\$44,815	\$45,539	\$47,916
5	15	\$44,167	\$45,327	\$46,052	\$48,430
6	16	\$44,660	\$45,820	\$46,545	\$48,923
7	17	\$45,153	\$46,313	\$47,038	\$49,416
8	18	\$45,646	\$46,806	\$47,531	\$49,909
9	19	\$46,139	\$47,299	\$48,024	\$50,402
10	20	\$46,652	\$47,813	\$48,538	\$50,917
11	21	\$47,145	\$48,306	\$49,031	\$51,410
12	22	\$47,639	\$48,799	\$49,524	\$51,903
13	23	\$48,132	\$49,292	\$50,018	\$52,397
14	24	\$48,625	\$49,785	\$50,511	\$52,890
15	25	\$50,049	\$51,232	\$51,971	\$54,395
16		Master's Degree +			
17	Years of	National Board			
18	Experience	Certification			
19	0	\$39,149			
20	1	\$39,583			
21	2	\$40,018			
22	3	\$40,452			
23	4	\$40,886			
24	5	\$41,358			

1	6	\$41,822
2	7	\$42,285
3	8	\$42,749
4	9	\$43,212
5	10	\$44,728
6	11	\$45,221
7	12	\$45,713
8	13	\$46,206
9	14	\$46,699
10	15	\$47,212
11	16	\$47,705
12	17	\$48,198
13	18	\$48,691
14	19	\$49,184
15	20	\$49,698
16	21	\$50,192
17	22	\$50,685
18	23	\$51,178
19	24	\$51,671
20	25	\$53,153

21 B. 1. When determining the Minimum Salary Schedule, "fringe
22 benefits" shall mean all or part of retirement benefits, excluding
23 the contributions made pursuant to subsection A of Section 17-108.1
24 of this title and the flexible benefit allowance pursuant to Section

1 26-105 of this title from the flexible benefit allowance funds
2 disbursed by the State Board of Education and the State Board of
3 Career and Technology Education pursuant to Section 26-104 of this
4 title.

5 2. If a school district intends to provide retirement benefits
6 to a teacher such that the teacher's salary would be less than the
7 amounts set forth in the minimum salary schedule specified in
8 subsection A of this section, the district shall be required to
9 provide written notification to the teacher prior to his or her
10 employment or, if already employed by the district, no later than
11 thirty (30) days prior to the date the district elects to provide
12 retirement benefits such that the teacher's salary would be less
13 than the minimum salary schedule.

14 C. Any of the degrees referred to in this section shall be from
15 a college recognized by the State Board of Education. The Board
16 shall accept teaching experience from out-of-state school districts
17 that are accredited by the state board of education or appropriate
18 state accrediting agency for the districts. The Board shall accept
19 teaching experience from out-of-country schools that are accredited
20 or otherwise endorsed by the appropriate national or regional
21 accrediting or endorsement authority. Out-of-country certification
22 documentation in a language other than English shall be analyzed by
23 an educational credential evaluation service in accordance with
24 industry standards and guidelines and approved by the State

1 Department of Education. The person seeking to have credit granted
2 for out-of-country teaching experience shall be responsible for all
3 costs of the analysis by a credential evaluation service. The Board
4 shall accept teaching experience from primary and secondary schools
5 that are operated by the United States Department of Defense or are
6 affiliated with the United States Department of State.

7 D. For the purpose of state salary increments and retirement,
8 no teacher shall be granted credit for more than five (5) years of
9 active duty in the military service or out-of-state or out-of-
10 country teaching experience as a certified teacher or its
11 equivalent. Nothing in this section shall prohibit boards of
12 education from crediting more years of experience on district salary
13 schedules than those allowed for state purposes.

14 E. The State Board of Education shall recognize, for purposes
15 of certification and salary increments, all the years of experience
16 of a:

17 1. Certified teacher who teaches in the educational program of
18 the Department of Corrections, beginning with fiscal year 1981;

19 2. Vocational rehabilitation counselor under the Department of
20 Human Services if the counselor was employed as a certified teacher
21 by the State Department of Education when the Division of Vocational
22 Rehabilitation was transferred from the State Board of Career and
23 Technology Education or the State Board of Education to the Oklahoma
24 Public Welfare Commission on July 1, 1968;

1 3. Vocational rehabilitation counselor which were completed
2 while employed by the Department of Human Services if such counselor
3 was certified as a teacher or was eligible for certification as a
4 teacher in Oklahoma;

5 4. Certified teacher which were completed while employed by the
6 Child Study Center located at University Hospital, if the teacher
7 was certified as a teacher in Oklahoma; and

8 5. Certified school psychologist or psychometrist which were
9 completed while employed as a doctoral intern, psychological
10 assistant, or psychologist with any agency of the State of Oklahoma
11 if the experience primarily involved work with persons of school- or
12 preschool-age and if the person was, at the time the experience was
13 acquired, certified as, or eligible for certification as, a school
14 psychologist or psychometrist.

15 F. The provisions of this section shall not apply to teachers
16 who have retired from the Teachers' Retirement System of Oklahoma
17 and who have entered into postretirement employment with a public
18 school in Oklahoma and are still receiving a monthly retirement
19 benefit. The provisions of this section shall not be applicable
20 even if a member has made an election to suspend or delay receipt of
21 the retirement benefit amount.

22 G. If a person employed as certified personnel, as defined in
23 Section 26-103 of this title, by a school district during the 2017-
24 2018 school year was receiving a salary above the step level

1 indicated by the State Minimum Salary Schedule for the 2017-2018
2 school year, the person shall receive a salary increase amount equal
3 to the amount indicated in subsection A of this section for the step
4 level indicated for the person, provided they remain employed by the
5 same district, unless the hours or the duties of the certified
6 personnel are reduced proportionately.

7 SECTION 7. This act shall become effective November 1, 2023.

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9 59-1-5119 CMA 01/18/23

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THOMAS E. CUMMINS CONSULTING ACTUARY, INC.

2512 E. 71st Street , Suite D • Tulsa, Oklahoma 74136
(918) 492-9658 • (918) 492- 9659

January18, 2023

Representative Dean Davis
Room 500

Re: RBH No. 5119

RBH No. 5119

Decreases the OTRS retirement age the earlier of age 60 or completion of 35 years of service.

Lowers the service requirement to 5 years from 7 years

If retiring at normal retirement age or due disability

The benefit multiplier becomes if years of service is

Less than or equal 13: 1.7% of final average compensation

More than 13 but < 25 years: 2.0% of final average compensation

More than 25 but < 33 years: 2.1% of final average compensation

More than 33 years: 2.2% of final average compensation

Retired participant may return to employment with a participating employer after 60 days continue to receive retirement benefits provided the participant does not earn more than \$45,429 for the first year and \$55,000 for the second year and thereafter.

RBH No. 5119 is a fiscal bill as defined by OPLAAA.

I am a member of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein.

Thomas E. Cummins

Thomas E. Cummins, MAAA