

SENATE CHAMBER

STATE OF OKLAHOMA

DISPOSITION

☒ FLOOR AMENDMENT

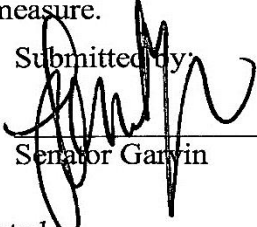
No. 1

☐ COMMITTEE AMENDMENT

(Date)

I move to amend Senate Bill No. 1379, by substituting the attached floor substitute (Request No. 3730) for the title, enacting clause, and entire body of the measure.

Submitted by


Senator Garvin

I hereby grant permission for the floor substitute to be adopted.

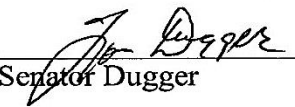

Senator Pugh, Chair (required)


Senator Pemberton

Senator Dahm

Senator Dossett (J.J.)

Senator Dossett (J.A.)


Senator Dugger

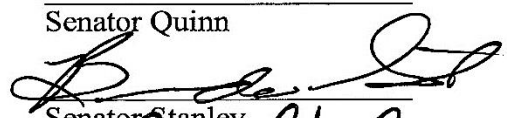
Senator Hicks

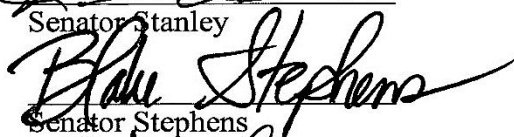
Senator Treat, President Pro Tempore


Senator Merrick


Senator Newhouse

Senator Quinn


Senator Stanley


Senator Stephens


Senator Taylor

Note: Education committee majority requires seven (7) members' signatures.

Garvin-EB-FS-SB1379
3/18/2022 10:27 AM

(Floor Amendments Only)

Date and Time Filed: 3-23-22

11:16 am *fd*

☐ Untimely

☐ Amendment Cycle Extended

☐ Secondary Amendment

STATE OF OKLAHOMA

2nd Session of the 58th Legislature (2022)

FLOOR SUBSTITUTE
FOR

SENATE BILL NO. 1379

By: Garvin of the Senate

and

McEntire of the House

FLOOR SUBSTITUTE

An Act relating to school employment; amending 70 O.S. 2021, Section 6-101, which relates to teacher contracts; allowing a school district board of education to enter into a written contract for student mental health counseling with a non-certified person if certain conditions are met; providing for inapplicability of certain definition; amending 70 O.S. 2021, Section 17-101, which relates to Teachers' Retirement System of Oklahoma definitions; modifying certain definition; updating statutory reference; and declaring an emergency.

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

SECTION 1. AMENDATORY 70 O.S. 2021, Section 6-101, is amended to read as follows:

Section 6-101. A. Except as provided in subsection E of this section, no person shall be permitted to teach in any school district of the state without a written contract, except as provided

1 herein for substitute teachers and except teachers of classes in
2 adult education. Except as provided in subsection J of this
3 section, the board of education of each school district, wherein
4 school is expected to be conducted for the ensuing year, shall
5 employ and contract in writing with qualified teachers for and in
6 the name of the district. One copy of the contract shall be filed
7 with the clerk of the board of education and one copy shall be
8 retained by the teacher.

9 B. Except as otherwise provided by subsections J and K of this
10 section and any other law, no board of education shall have
11 authority to enter into any written contract with a teacher who does
12 not hold an Oklahoma criminal history record check as required by
13 Section 6-190 of this title and who does not hold a valid
14 certificate issued or recognized by the State Board of Education
15 authorizing the teacher to teach the grades or subject matter for
16 which the teacher is employed. Any board of education paying or
17 authorizing the payment of the salary of any teacher not holding a
18 certificate, as required herein, shall be adjudged to be guilty of a
19 fraudulent expenditure of public funds and members voting for such
20 payment shall be held jointly responsible for the return of the
21 amount of any public monies thus expended, upon suit brought by the
22 district attorney or by any interested citizen in the district where
23 such funds have been expended.

1 C. It shall be the duty of the superintendent of schools under
2 whose supervision teachers have been contracted to teach to certify
3 to the treasurer of the contracting district the names of the
4 teachers holding valid certificates and student teachers with whom
5 contracts have been made and the names of substitute teachers
6 employed in accordance with law. The treasurer shall not register
7 any warrant issued in payment of salary to any teacher whose name is
8 not included in such list and shall be liable on the official bond
9 for the treasurer for the amount of any warrant registered in
10 violation of the provisions of this section.

11 D. Whenever any person shall enter into a contract with any
12 school district in Oklahoma to teach in such school district the
13 contract shall be binding on the teacher and on the board of
14 education until the teacher legally has been discharged from the
15 teaching position or released by the board of education from the
16 contract. Except as provided in Section 5-106A of this title, until
17 such teacher has been thus discharged or released, the teacher shall
18 not have authority to enter into a contract with any other board of
19 education in Oklahoma for the same time covered by the original
20 contract. If upon written complaint by the board of education in a
21 district any teacher is reported to have failed to obey the terms of
22 the contract previously made and to have entered into a contract
23 with another board of education without having been released from
24 the former contract except as provided in Section 5-106A of this

1 title, the teacher, upon being found guilty of such charge at a
2 hearing held before the State Board of Education, shall have such
3 teacher's certificate suspended for the remainder of the term for
4 which the contract was made.

5 E. A board of education shall have authority to enter into
6 written contracts with teachers for the ensuing fiscal year prior to
7 the beginning of such year. If, prior to the first Monday in June,
8 a board of education has not entered into a written contract with a
9 regularly employed teacher or notified the teacher in writing by
10 registered or certified mail that a recommendation has been made not
11 to reemploy the teacher for the ensuing fiscal year, and if, by
12 fifteen (15) days after the first Monday in June, such teacher has
13 not notified the board of education in writing by registered or
14 certified mail that such teacher does not desire to be reemployed in
15 such school district for the ensuing year, such teacher shall be
16 considered as employed on a continuing contract basis and on the
17 same salary schedule used for other teachers in the school district
18 for the ensuing fiscal year, and such employment and continuing
19 contract shall be binding on the teacher and on the school district.

20 F. Whenever a school district is engaged in contract
21 negotiations with teachers employed by that school district after
22 the school year has begun and the teachers are employed on a
23 continuing contract basis, the school district shall, beginning at
24 the first of the school year, pay the teachers any state-mandated

1 salary increases and salary schedule increases to which each teacher
2 is otherwise entitled.

3 G. No school district or any member of the board of education
4 of a district shall be liable for the payment of compensation to a
5 teacher or administrator under the provisions of any contract for
6 the ensuing year, if it becomes necessary to close the school
7 because of insufficient attendance, disorganization, annexation,
8 consolidation, or by dispensing with the school according to law⁷; i
9 provided, such cause is known or action is taken prior to July 1 of
10 such ensuing year.

11 H. No school district or any member of a board of education
12 shall be liable for the payment of compensation to any teacher or
13 administrator for the unexpired term of any contract if the school
14 building to which the teacher or administrator has been assigned is
15 destroyed by accident, storm, fire, or otherwise and it becomes
16 necessary to close the school because of inability to secure a
17 suitable building or buildings for continuation of school. Teachers
18 and administrators shall be entitled to pay for any time lost when
19 school is closed on account of epidemics or otherwise when an order
20 for such closing has been issued by a health officer authorized by
21 law to issue the order.

22 I. A teacher may contract with more than one school district
23 for the same school year as provided in Section 5-106A of this
24 title.

1 J. 1. A board of education shall have authority to enter into
2 written contracts for the ensuing fiscal year prior to the beginning
3 of the year with persons who are not certified to teach by the State
4 Board of Education as long as the person is actively in the process
5 of securing certification. The person shall not be allowed to teach
6 in a classroom until the person has met or completed all of the
7 requirements for certification as provided for in Section 6-190 of
8 this title. If the person has not obtained valid certification by
9 the first day of the ensuing school year, the contract shall be
10 terminated.

11 2. A board of education of a school district shall have
12 authority to enter into a written contract for student mental health
13 counseling with a person who is not certified by the State Board of
14 Education as a school counselor or a school psychologist if the
15 person is licensed to practice mental health counseling in this
16 state and has completed record checks as required by Section 5-142
17 of this title. A person employed by a board of education in
18 accordance with the provisions of this paragraph shall not be
19 considered a teacher as defined by Section 1-116 of this title.

20 K. A board of education of a school district shall have the
21 authority to enter into written contracts for employment for the
22 ensuing fiscal year with persons who are student teachers as defined
23 in Section 1-116 of this title while such persons are still student
24 teachers. A student teacher shall not be allowed to teach in a

1 classroom during the ensuing fiscal year until meeting or completing
2 all of the requirements for certification as provided for in Section
3 6-190 of this title. If the student teacher has not obtained valid
4 certification by the first day of the ensuing school year, the
5 contract shall be terminated. A board of education of a school
6 district shall have the authority to commit to payment of a stipend
7 or signing bonus to a student teacher as defined in Section 1-116 of
8 this title while that person is still a student teacher, if that
9 person has entered into a written contract for employment for the
10 ensuing fiscal year. A board of education shall make any such
11 student teacher stipend or signing bonus conditional on such person
12 fulfilling the first year of his or her contract for the ensuing
13 fiscal year. Any stipend or signing bonus paid under the terms of
14 this subsection shall not be considered compensation for purposes of
15 teacher retirement or the minimum salary schedule.

16 L. A teacher whose certificate was suspended by the State Board
17 of Education pursuant to Section 3-104 of this title and Sections
18 314 and 314.1 of Title 75 of the Oklahoma Statutes shall be placed
19 on suspension pursuant to the provisions of Section 6-101.29 of this
20 title while proceedings for revocation or other action are pending
21 before the State Board of Education. The provisions of this
22 subsection shall not preclude the initiation of due process
23 procedures in accordance with Section 6-101.20 ~~et. seq~~ et seq. of
24 this title.

1 SECTION 2. AMENDATORY 70 O.S. 2021, Section 17-101, is
2 amended to read as follows:

3 Section 17-101. The following words and phrases as used in ~~this~~
4 ~~act~~ Section 17-101 et seq. of this title, unless a different meaning
5 is clearly required by the context, shall have the following
6 meanings:

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

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

20 (3) "Classified personnel" shall mean any teacher, principal,
21 superintendent, supervisor, administrator, librarian, certified or
22 registered nurse, college professor, or college president whose
23 salary is paid wholly or in part from public funds. An employee of
24 any state department, board, board of regents, or board of trustees,

1 who is in a supervisory or an administrative position, the function
2 of which is primarily devoted to public education, shall be
3 considered classified personnel under the meaning of ~~this act~~
4 Section 17-101 et seq. of this title, at the discretion of the Board
5 of Trustees of the Teachers' Retirement System. The term "teacher"
6 shall also include instructors and counselors employed by the
7 Department of Corrections and holding valid teaching certificates
8 issued by the State Department of Education. Provided, that a
9 person employed by the Department of Corrections as an instructor or
10 counselor shall have been actively engaged in the teaching
11 profession for a period of not less than three (3) years prior to
12 employment to be eligible to participate in the ~~Oklahoma~~ Teachers'
13 Retirement System of Oklahoma. The Department of Corrections shall
14 contribute the employer's share to the ~~Oklahoma~~ Teachers' Retirement
15 System of Oklahoma.

16 (4) "Nonclassified optional personnel" shall include persons
17 hired to provide student mental health counseling pursuant to
18 paragraph 2 of subsection J of Section 6-101 of this title, cooks,
19 janitors, maintenance personnel not in a supervisory capacity, bus
20 drivers, noncertified or nonregistered nurses, noncertified
21 librarians, and clerical employees of the public schools, state
22 colleges, universities, or any state department, board, board of
23 regents, or board of trustees, the functions of which are primarily
24

1 devoted to public education and whose salaries are paid wholly or in
2 part from public funds.

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

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

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

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

21 (9) "Prior service" shall mean service rendered prior to July
22 1, 1943.

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

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

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

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

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

15 (15) "Average salary":

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

Dollars (\$25,000.00) unless the member has made the required election and paid the required contributions on such salary in excess of Twenty-five Thousand Dollars (\$25,000.00), or unless an eligible member fulfills the requirements of Section 17-116.2C of this title in order to have pre-cap removal service included in the retirement benefit computation of the member using the regular annual compensation of the member for any pre-cap removal year of service so included subject to the maximum average salary amount, and

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

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

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

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

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

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

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

12 (22) The masculine pronoun, whenever used, shall include the
13 feminine.

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

18 (24) "Normal retirement age" means the earliest date upon
19 which:

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

- 1 (b) a member reaches the age of sixty-five (65) with
2 respect to a member whose first creditable service
3 occurs on or after November 1, 2011, or with respect
4 to a member whose first creditable service occurs on
5 or after November 1, 2011, reaches a normal retirement
6 date pursuant to subparagraph (d) of this paragraph
7 having attained a minimum age of sixty (60) years, ~~or~~
8 (c) the age at which the sum of a member's age and number
9 of years of creditable service total eighty (80), with
10 respect to a member whose first creditable service
11 occurred prior to July 1, 1992, and who does not reach
12 a normal retirement age pursuant to subparagraph (a)
13 of this paragraph, or
14 (d) the age at which the sum of a member's age and number
15 of years of creditable service total ninety (90), with
16 respect to a member whose first creditable service
17 occurred on or after July 1, 1992, but prior to
18 November 1, 2011, if the member does not reach a
19 normal retirement age pursuant to subparagraph (a) of
20 this paragraph.

21 (25) "Regular annual compensation" means salary plus fringe
22 benefits, excluding the flexible benefit allowance pursuant to
23 Section 26-105 of this title and for purposes pursuant to Section
24

1 17-101 et seq. of this title. For purposes of this definition,
2 regular annual compensation shall include:

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

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

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

20 (d) excluded from regular annual compensation are:

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

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

(26) "Teacher" means classified personnel and nonclassified 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

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

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

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

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

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

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

(ix) Seventy-two Thousand Five Hundred Dollars
(\$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, and

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,

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

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

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

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

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

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

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

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

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

1. a member of the retirement system not employed by
an entity or institution within The Oklahoma
State System of Higher Education for all
creditable service authorized and performed on or
after July 1, 1995,
2. a member of the retirement system first employed
on or after July 1, 1995, by an entity or
institution within The Oklahoma State System of
Higher Education for all creditable service
authorized and performed on or after July 1,
1995, but not later than June 30, 1996,
3. a member of the retirement system employed by an
entity or institution within The Oklahoma State
System of Higher Education, other than a
comprehensive university, if the member elects to
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~~7~~ 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~~ Section 17-116.2C of this title with respect
22 to pre-cap removal service included in the
23 retirement benefit computation of the member at
24

1 the average salary of the member subject to the
2 maximum average salary amount.

3 (29) "Comprehensive university" shall mean:

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

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

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

23 SECTION 3. It being immediately necessary for the preservation
24 of the public peace, health, or safety, an emergency is hereby

1 declared to exist, by reason whereof this act shall take effect and
2 be in full force from and after its passage and approval.

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