

MEMBER HANDBOOK

Describing Plan Provisions as of July 1, 2022

Table of Contents

About the Teachers' Retirement System of Oklahoma	4
How do I contact the Teachers' Retirement System?	4
Who's Who at the Teachers' Retirement System?	5
What is the purpose of the System?	6
What is the purpose of the Member Handbook?	6
What retirement plans are managed by the System?	6
What is the three-legged stool of retirement planning?	6
How does the Teachers' Retirement System defined benefit amount compare to other retirement benefits?	
Membership Provisions	7
Who is eligible to participate in the 401(a) plan?	7
How do I enroll in the 401(a) plan?	8
How are contributions remitted to the System?	8
What is Regular Annual Compensation?	8
May I terminate contributions without terminating employment?	8
How do I request to withdraw my account?	9
Retirement Eligibility	9
How do I become vested in the System?	9
When will I be eligible to retire?	9
When will I be eligible for early retirement?	10
What if I become disabled before normal retirement age?	10
Retirement Benefits	11
How will my monthly benefit be computed at retirement?	11
How are service years credited to my account?	11
How is my Final Average Salary (FAS) Calculated?	14
How are salary caps applied in the benefit calculation?	14
How does EESIP remove the salary caps?	15
Why would I receive a billing statement?	16
What methods are used to pay billing statements?	16
Retirement Plan Options	17

What are the five basic retirement plans?	17
What is the Partial Lump Sum Option (PLSO)?	18
Retirement Process	20
How do I plan for retirement?	20
May I request more than one hypothetical estimate for comparison?	21
What is in the estimate packet?	21
How do I begin my retirement?	22
Post Retirement	22
How do retirees receive monthly payments?	22
Is there a health insurance supplement available?	23
Post-retirement employment: What if I return to work?	23
Survivor Benefits	25
What survivor benefits are available?	25
Is the survivor benefit taxable income?	26
Annuitant vs. Beneficiary: What's the difference?	26

About the Teachers' Retirement System of Oklahoma

How do I contact the Teachers' Retirement System?

Website: oklahoma.gov/trs

Hours: 8:00 am – 5:00 pm; Monday – Friday

Phone: (405) 521-2387 or toll-free at (877) 738-6365

E-mail: mail@trs.ok.gov

Mail: Teachers' Retirement System

P.O. Box 53524 Oklahoma City, OK 73152-3524

Location: 301 N.W. 63rd, Suite 500

Oklahoma City, OK 73116

Who's Who at the Teachers' Retirement System?

Board of Trustees

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What is the purpose of the System?

The Teachers' Retirement System of Oklahoma (the System) is a state agency that administers retirement assets and provides income security through a monthly retirement benefit payable throughout the lifetime of each of our members. Our members are the educators and employees working in Oklahoma public education institutions and agencies. The System is committed to fulfilling the mission statement as set forth by the Board of Trustees:

Mission Statement
We collect, protect and grow assets to provide a secure
retirement income for public education employees.

What is the purpose of the Member Handbook?

This handbook is an important part of our commitment to provide our members with valuable information about their benefits and retirement. Do not rely solely upon this handbook to make any decision regarding your retirement. Please contact the Teachers' Retirement System of Oklahoma directly with any questions you may have about your benefits and retirement.

What retirement plans are managed by the System?

<u>Defined Benefit Plan</u>: The System manages a defined benefit retirement plan. This plan is qualified under Section 401(a) of the Internal Revenue Code. Eligible retirees of the System's 401(a) plan receive a monthly benefit throughout their lifetime through a formula based on the member's years of service and final average salary. The formula gives retirees a percentage of their salary as a retirement benefit. The more years of service the member accumulates, the greater the percentage of salary the member will receive at retirement. This handbook will explain the various aspects of the System's 401(a) defined benefit plan.

What is the three-legged stool of retirement planning?

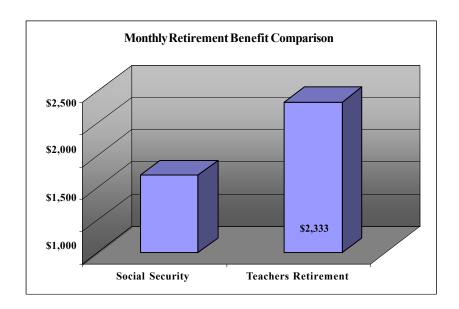
The concept of retirement income from three sources is often referred to as "the three-legged" stool. It is comprised of the lifetime monthly retirement

benefit from the System's 401(a) plan, Social Security benefits, and income from a defined contribution plan, such as a 403(b) or 457(b) plan. The components of the three-legged stool may provide retirees with a steady stream of income to replace the income earned before retirement.

How does the Teachers' Retirement System defined benefit amount compare to other retirement benefits?

The System's 401(a) defined benefit is almost twice as much when compared to the Social Security benefit.

The example below illustrates the retirement benefits for a teacher that retires July 1, 2021, at age 62 with 35 years of service and a final average salary at retirement of \$40,000.



If this teacher were to purchase a retirement annuity at age 62 from an insurance company that provided the same Teachers' Retirement monthly benefit of \$2,333 per month for life, it could cost over \$450,000.

Membership Provisions

Who is eligible to participate in the 401(a) plan?

Except as provided in the Alternate Retirement Plan for Comprehensive Universities Act, all classified employees are required to be members of the System. Members who participate in another public or alternative retirement plan which will provide benefits may not receive service credit in the System for that same employment service. Additionally, all non-classified optional personnel regularly employed for more than twenty hours per week may join the System subject to certain requirements.

How do I enroll in the 401(a) plan?

Contact your payroll officer at the school or agency and complete all necessary paperwork to ensure contributions are remitted on your behalf to the Teachers' Retirement System of Oklahoma.

How are contributions remitted to the System?

Contributions are remitted through public education employers. If the employer does not pay the retirement contributions as a fringe benefit, then the member may request the employer submit the remittances for employee's share through payroll deduction. The employee's contribution rate is 7% of regular annual compensation. Contributions must be remitted on the full salary earned each fiscal or contract year to receive service credit for that year. Employer must also remit employer's share of contributions (fee paid to the general fund) for all active, contributing employees and all retirees (retired under this system) that return to employment.

What is Regular Annual Compensation?

Regular annual compensation is the salary used for calculating the retirement benefit. Regular annual compensation is defined as wages plus employer-paid fringe benefits (not flexible benefit allowance paid by other sources). Contributions must be remitted on all regular annual compensation, including additional duties and secondary employment. Contributions may not be paid on more than what is actually earned. The following shall not be included as regular annual compensation: reimbursements fortravel, housing or other expense; stipends for national certification or academic achievement; and payment for unused vacation, or sick leave, or payment made for reason of termination or retirement.

May I terminate contributions without terminating employment? No.

How do I request to withdraw my account?

Upon termination of employment, a member may withdraw the accumulated contributions remitted to their account. A member may request a withdrawal packet by phone or via the internet. Completed forms will not be accepted before member's last day on the job. The earliest one can receive payment is the 20th day of the 4th month after the termination date as verified by their former employer(s). Pre-tax funds may be rolled over to another tax-deferred account. The creditable service associated with the withdrawal event may be reinstated at a later date if the member resumes public education employment and has established twelve calendar months of creditable Oklahoma service. A redeposit of all withdrawn contributions must include all applicable interest.

Retirement Eligibility

How do I become vested in the System?

Members who join the System prior to November 1, 2017 and have accumulated a minimum of five (5) years of eligible service in the public schools of Oklahoma shall be vested in the System and considered eligible to receive a monthly retirement benefit at some future date. Contributory service, including redeposit of previously withdrawn service and service transferred from other Oklahoma public retirement systems, may count towards the five-year minimum used to vest an account. Purchased service, unless it is adjunct service, may not count as vested service. Members who join the System on or after November1, 2017 will become vested when they have accumulated seven (7) years of eligible service.

When will I be eligible to retire?

A member may be eligible for retirement in one of three different ways: A member may choose to take an early, reduced retirement benefit, qualify for disability retirement, or stay to qualify for a regular, unreduced retirement benefit. A member is eligible for an unreduced benefit when one of the following requirements is met:

Age 62 or Combination 80. Those who joined the System prior to 7/1/92 may retire at age 62 or when the member's age and years of creditable service total 80 points (i.e., age 60 + 20 service years = 80 points). Those who joined in the 1991-92 school year were required to remit contributions on the full 1991-92 salary prior to end of school year to qualify for the Combination 80. The highest

three salaries are used in the calculation of the benefit (within salary cap elections, see page 14).

Age 62 or Combination 90. Those who joined the System after 7/1/92 and before 11/1/11 may retire at age 62 or when the member's age and years of creditable service total 90 points (i.e., age 55 + 35 service years = 90 points). Those who qualify under Combination 90 use the highest consecutive five contributory salaries to calculate their benefit in the retirement formula (limited to pre 7/1/95 salary cap elections, see page 14).

Age 65 or Combination 90 at Age 60. Those who joined the System on or after 11/1/11 may retire at age 65 or when the member's age is at least 60 and years of creditable service total at least 90 points (i.e., age 60 + 30 service years = 90 points). Those who qualify under this rule use the highest consecutive five contributory salaries to calculate their benefit in the retirement formula.

When will I be eligible for early retirement?

Reduced benefits are available for members who have not reached full retirement eligibility under regular retirement. Reduction factors vary depending on age and date of membership when joining the System.

Age	Factor	Prior	to	Age	Factor	After
11/01/	11			10/31/1	1	
62	1.000000)		65 1.	.00	
61 (0.909344			64 0).93	
60	0.827939)		63 C).86	
59	0.754690)		62 C	08.0	
58	0.688651			61 0	.73	
57	0.629004	, +		60 – 0	.65	
56	0.575038	3				
55	0.526135					

NOTE: If a member terminates employment before reaching regular retirement age, the member may wait (without working) for additional birthdays to reach age of regular retirement and avoid the reduction factors used in calculating the early, reduced retirement benefit.

What if I become disabled before normal retirement age? Any member who is actively employed in the public schools of Oklahoma and is regularly contributing to the System may retire due to a medical disability which renders

the member unable to perform regular employment duties provided such member:

- has at least ten (10) years of Oklahoma Contributory Service
- is not eligible for regular, unreduced retirement
- submits an application for disability retirement
- receives a Social Security Administration disability award or is found by the System's Medical Board to be medically unable to continue regular duties. A member who has terminated employment for reason of the disability, or is on leave-without-pay status shall be eligible for disability retirement, providing the disability existed at the time the leave-without-pay status commenced or the termination of employment from the public schools of Oklahoma occurred, and the disability was the reason for the leave status or termination of employment. If a disability retirement is approved, the monthly maximum benefit is calculated the same as regular retirement. Member may also elect to take a reduced benefit under Option 2 for their spouse to receive the 100% joint survivor benefit upon death of member. Benefit payment begins the month after the Board of Trustees approve member's petition without retro-active payments.

Retirement Benefits

How will my monthly benefit be computed at retirement?

Benefits are calculated using a defined retirement formula:

2% x (service years) x (final average salary) \div 12 = monthly benefit. The 2% factor is fixed; however, benefits will vary depending on the number of service years and the final average salary.

How are service years credited to my account?

<u>Contributory Service</u> is obtained by contributing the statutory percentage of regular annual compensation while employed. This service is used to vest an account for retirement. The member is ultimately responsible for the accuracy and completeness of the contributions submitted to the System. If a contribution deficit is noted on the account, service credit cannot be awarded unless the deficit is paid.

<u>Creditable Service</u> is all service that is credited to your account, including purchased service, and sick leave credit.

<u>Full-Time Service</u> For service performed prior to July 1, 2013, a member employed at least 30 hours per week who earns at least \$4000/year shall receive one year of service for each year worked (120 work days minimum). For service performed on or after July 1, 2013, full-time employment will be determined based upon the information provided by each employer certifying full-time equivalency for each position, subject to approval by the System.

Half-time Service For service performed prior to July 1, 2013, a member employed at least four (4) but less than six (6) hours per day shall be considered half-time. Half-time service shall receive one-half (1/2) year of service credit completing six (6) months of employment in a school year. For service performed on or after July 1, 2013, half- time service will be determined based upon the information provided by each employer certifying full-time employment for each position, subject to the approval of the System.

<u>Service Credit After July 1, 2016 through June 30, 2019</u>. Service credit will be the result of days worked during employment year divided by the number of days the full-time equivalent would be required to work during the employment year. Fractional service credit awarded for part-time employment will be based on the number of hours the employee worked per week divided by the number of hours the full-time equivalent is required to work.

Service Credit After July 1, 2019. The formula used to calculate service credit will be applied in the same manner for both full-time and part-time employment. The minimum requirement for full-time employment is 6 hours per day, 30 hours per week, 8 months per year. Service credit will be reduced if the employee works less than the minimum requirement for full-time employment, or less than the full-time equivalent for the position worked. Service credit will be calculated by multiplying the full-time equivalent percentage by the employment year percentage as follows:

- (1) Full-time equivalent percentage is calculated by dividing the number of hours per week the member was employed by the number of hours per week for the full-time equivalent position.
- (2) Employment year percentage is calculated by dividing the number of days the member was employed by the number of days required for the full-time equivalent for position.

Service performed on or after July 1, 2016, service credit of less than 1.0 shall be rounded to the nearest tenths (4 hundredths and lower will round down, and 5 hundredths and higher will round up).

Combined Service – For service performed prior to July 1, 2013, fractions of school terms performed as an active, contributing member in different school years, may be combined to make a total of 6 full months to receive one year of creditable service. However, service in one school year may not be divided up into different service years. A partial year of service may also be combined with unused sick leave credit until the combined total is 120 days for another year of credit. For service performed on or after July 1, 2013, fractional service credit will be added together, and the resulting sum value shall be included in the retirement formula calculations.

Sick Leave Credit is service credit for documented unused sick leave accrued while working in Oklahoma public education. A total of 120 days of unused sick leave may count as one year of service credit. As of August 1, 2012, if member has less than 120 days, additional service credit for sick leave days shall be equal to the number of unused sick leave days divided by one hundred twenty (120) days. Such service shall be added to other service credit earned while employed by the public schools of Oklahoma. Sick leave in excess of 120 days will not be recognized. The following restrictions apply to sick leave for service credit: Donated leave, sick leave that accrued during non-creditable service, or sick leave accrual in excess of 15 days per year will not count toward sick leave credit. Sick leave must be verified by employer at retirement or termination of employment. When sick leave cannot be verified, 10-year averaging (of sick leave usage during the last 10 years of employment) may be used to determine sick leave credit for early undocumented employment.

Purchased Service is subject to verification and documentation before a billing statement is prepared, including:

- Substitute service (120-day minimum in same school year)
- Adjunct service (18 or more credit hours in same school year)
- Military service (180-day minimum in same fiscal year)
- Out-of-state service (6 months of full-time employment in same school year)
- Prior Oklahoma service (non-contributory service).
- Optional service performed prior to July 1, 2021, provided the member has not previously withdrawn such service or ceased making contributions to TRS while continuing working during the time period of such service.
- Service accrual during leave--various time limits may apply in which to notify Teachers' Retirement of intent to purchase and make payment to receive proper credit for leave taken under Workers' Compensation guidelines, when called into active, military duty (under USERRA), due to

family leave (during child's first year of life), or due to official sabbatical from an Oklahoma school (requires employer to remit contributions for full-time pay, commensurate with prior year, while member receives one-half pay during leave).

How is my Final Average Salary (FAS) Calculated?

<u>Regular Annual Compensation</u>. Regular annual compensation is the salary used for calculating the retirement benefit. Review pages 6-7 of this handbook for more details about the salary used in the calculation of the retirement benefit and what is not.

Membership Date: Combination 80 members (joined prior to 7/1/92) use their highest three salaries in the average salary calculation. Combination 90 and Combination 90/Minimum Age 60 members use their highest consecutive five salaries in the average salary calculation.

<u>Employer</u>: Salaries for employees in elementary & secondary schools, career technology centers, two-year colleges, and state education agencies may be calculated in a different way than the salaries of employees who work at regional (4-year) or comprehensive universities (OU/OSU) due to application of salary caps and/or ability to participate in the Education Employees Service Incentive Program (EESIP).

<u>Salary Cap Elections</u>: Salaries are calculated based on the highest salaries; however, if the highest salaries exceed the salary cap elections or limits in place prior to 7/01/1995, then a multi-tiered calculation will result.

How are salary caps applied in the benefit calculation?

Prior to July 1, 1995, all contributions were limited to salary caps. Options were given to remit on low base or high base:

- \$7,800 low base vs. \$10,000 high base (pre- 7/79),
- \$25,000 low base vs.\$40,000 high base (7/87 6/95),
- Salaries after 7/1/95 are uncapped for all members, except OU & OSU employees who may have a cap until 7/1/07.

The following examples illustrate the difference that the salary cap makes in the retirement benefit calculation for a member that joined the system on 7/01/1974. Both examples also assume:

Retirement Date: 7/01/04 (with 30 years of service) Employer –K-12 School or Technology Center High 3 Salary Average – \$65,000 Example 1: Low-Base Final Average Salary Calculation Contributions stopped at a low-based salary cap prior to 7/1/95, salary caps remain when the FAS is calculated at retirement.

<u>Service Years x 2% x Salary ÷ 12 = Monthly Benefit</u> 7/74-2% x \$ 7,800 ÷ 12 = \$65.00 2% x \$25,00 7/79-÷ 12 = 16 Χ \$666.67 7/95-9 2% x \$65.00 ÷ 12 = \$975.00 TOTALS 30 2% x \$34,133 ÷ 12 = \$1,706.65

Example 2: High-Base Final Average Salary Calculation Member paid on their full salary (up to maximum cap limit), so benefits are based on the highest cap for years prior to 7/1/95.

<u>Service</u>	}	⁄ea	rs x 2%	<u>x Salary ÷</u>	12 = Mor	<u>nthly Benefit</u>
7/74- 7/95-						\$1400.00 \$975.00
TOTALS		Χ	2% x	\$47,50	÷ 12 =	\$2,375.00

How does EESIP remove the salary caps?

The Education Employees Service Incentive Plan (EESIP) provides an incentive to continue service beyond regular retirement eligibility. To participate in the EESIP plan, member must be on the high base cap at \$40,000. Members who elected to contribute on the low base cap of \$25,000 may change their election prior to retirement subject to TRS rules in order to qualify for participation in EESIP. EESIP provides an opportunity to wear away the salary cap by moving two years of service from the \$40,000 salary cap tier to the uncapped salary cap tier for each year worked in common education or career technology district beyond July 1st of the school year that regular retirement eligibility is met. Years moved on the 2- for-1 EESIP plan increases the number of uncapped years used in the calculation of the Final Average Salary.

Example 3: Same member in Example 2, but this time member worked five years beyond combination 80.

<u>Service</u>	\	<u>′ea</u>	<u>rs x 2% :</u>	<u>x Salary ÷</u>	12 = Mor	<u>nthly Benefit</u>
				\$40,00		
	10	Χ	2% x	\$65,00	÷ 12 =	\$1083.33
• ,				. ,		\$1516.67
TOTALS	35	Χ	2% x	\$57,143	÷ 12 =	\$3,333.33

Qualifiers for EESIP include:

- Actively contributing under a participating employer (elementary and secondary schools, career tech centers, two- year colleges, and state education agencies).
- Member must work in common education or career technology district for at least one year past the year regular retirement eligibility is reached.
- Member's <u>uncapped</u> average salary tier exceeds \$40,000.
- Member's contributions prior to 7/1/1995 were remitted on maximum compensation level (full salary up to \$40,000).
- Member pays the contribution deficit on years between 1987-88 and 1994-95 where the salary exceeded \$40,000 (high base cap). No balance is due on service years where the salary was less than \$40,000 or if the years (beginning with FY95 and move backward) are not counted in the uncapped range.

Why would I receive a billing statement?

Member may request a billing statement to increase either years of service or the final average salary used in retirement. Members may request a retirement allowance estimate with and without payment of the billing statement to determine if the increase in retirement benefit would make the payment worthwhile. Billing statements are based on the due date of the bill. Delayed payment may result in a higher cost if paid at a later date.

What methods are used to pay billing statements?

Billing statements to purchase service must be paid as an active, contributing member or within sixty (60) days of termination of employment. Billing statements for increasing salary do not have to be paid as an active contributing member. However, it is encouraged that all billing statements be paid ninety (90) days prior to filing for retirement. Credit for service or salary is adjusted when final payment is received. Payments may be paid with a personal check, a cashiers' check, rollover payment from another qualified retirement plan, and/or paid in installment payments through your employer. Contact us for proper forms to submit with payment.

Retirement Plan Options

What are the five basic retirement plans?

All retirement plan options with the 401(a) plan provide a lifetime benefit to member in addition to a \$5,000 death benefit paid to the surviving beneficiary(ies). Members with 30 years of service may also elect to receive a Partial Lump Sum Option (PLSO).

Maximum Option

- Largest retirement benefit. 100% of the retirement formula.
- Member Account balance is depleted by lump sum amount if PLSO elected, then monthly by the gross retirement benefit.
- Without PLSO, the member account balance may last 2-3 years.
- The monthly retirement benefit will cease at death, and any remaining account balance will be paid to the beneficiary(ies).

Option 1

- Monthly benefit is slightly less than maximum option.
- Member account balance is depleted by lump sum amount if PLSO is elected, and then depleted more slowly by an annuity amount.
- Without PLSO or EESIP, the account may last 11+ years.
- The monthly retirement benefit will cease at death, and the remaining balance will be paid to the beneficiary(ies).

Option 2 (100% joint survivorship for sole annuitant)

- The least monthly benefit for the member and greatest benefit to the joint annuitant (the younger the annuitant, the lesser the monthly retirement benefit).
- Joint annuitant may be the member's spouse or someone else not more than 10 years younger than member. (Reduction based on annuitant's age in relation to member's age). The joint annuitant may also be the beneficiary of a Discretionary and Special Needs Trust as provided in 70 O.S. § 17-105(g).
- Joint annuitant will continue to receive the same lifetime benefit (100% joint survivorship) upon death of member.
- Joint annuitant is designated at retirement and cannot be changed, but a different person may be named to receive the \$5000 survivor benefit. If the annuitant predeceases the member, the member's retirement benefit will "pop up" (increase) to the Maximum Option. A new beneficiary (but not a new annuitant) may be named to receive the balance of member's account and survivor benefit.

Option 3 (50% joint survivorship for sole annuitant)

- Monthly benefit is not reduced as much as it is for Option 2.
- Joint annuitant does not have to be member's spouse or within 10 years of the member's age; however, the younger the annuitant, the lesser the member's monthly benefit.
- Joint annuitant will continue to receive one half (50%) of the monthly retirement benefit for the rest of joint annuitant's life upon death of the member.
- Joint annuitant is designated at retirement and is not eligible to change, but a different person may be named to receive the \$5000 survivor benefit. However, if the annuitant predeceases the member, the member's retirement benefit will "pop up" (increase) to the Maximum Option. A new beneficiary (but not a new annuitant) may be named to receive the balance of member's account and survivor benefit.

Option 4

- Monthly benefit for member is less than amount under the Option 1 plan, but the beneficiary amount is usually greater.
- If member dies within 120 months of the retirement date, the beneficiary continues to receive the member's monthly benefit until the 120th monthly retirement benefit has been paid. If member lives 10 years, no balance is left for beneficiary.
- Should the member wish to do so, the beneficiary listed under this option may be changed at any time.

What is the Partial Lump Sum Option (PLSO)?

Members with 30 or more years of service credit are presented with an option to receive a portion of their retirement benefit in a lump sum payment at the beginning of their retirement in addition to a reduced monthly benefit. Members may choose to take their unreduced retirement in monthly payments, or they may opt for a one-time, lump-sum payment equivalent to 12, 24, or 36 months of the maximum monthly benefit and agree to a reduced lifetime monthly benefit. The reduction percentage depends on the age of the member and the lump sum election. For example, a member that retires at age 62 will receive a reduced monthly benefit at approximately 90% with a 12-month lump sum; approximately 80% with a 24-month lump sum; and approximately 70% with a 36-month lump sum. The reduction percentage will apply to all future cost of living adjustments. Once retired, members may not change the option.

With required forms, the PLSO will be issued within 90 days of member receiving first retirement check. For those who elect the PLSO, the lump sum is paid from the member's account balance first, reducing the contributions available for a beneficiary. Members may wish to rethink an election for Option 1 retirement plan if electing the PLSO as the member account balance will be reduced more rapidly, if not entirely, upon retirement.

If a PLSO is elected, an application form and special tax notice will be sent for completion. Member should consult with a tax accountant or financial advisor before retirement. Taxes (and possibly penalties) may greatly diminish the net amount paid for selecting the lump sum option. Members may wish to reinvest the PLSO amount in another qualified retirement plan to defer payment of taxes until a later date.

Member Age	Factor PLSO	for	12x	Factor PLSO	for		actor LSO	for	36 x
46	0.9165	514			0.8330	028	0.74	49541	
47	0.9160)44			0.8320	087	0.74	48131	
48	0.9155	534			0.8310	69	0.7	46603	
49	0.9149	982			0.8299	965	0.74	44947	
50	0.9143	384			0.828	768	0.74	43152	
51	0.9137	735			0.8274	470	0.74	41206	
52	0.9130	036			0.8260	072	0.73	39108	
53	0.9122	279			0.824	558	0.73	36837	
54	0.9114				0.8229			34382	
55	0.9105				0.8211			31728	
56	0.909	626			0.8192			28877	
57	0.908				0.8172			25829	
58	0.907				0.8150			22553	
59	0.906				0.8126			9027	
60	0.905				0.8101			5229	
61	0.903				0.807			1146	
62	0.902				0.804			06779	
63	0.900				0.8014			02103	
64	0.899				0.7980			97123	
65	0.897				0.794			91780	
66	0.895				0.790			36050	
67	0.893				0.7866			79941	
68	0.8911				0.7822			73364	
69	0.888				0.7774			56233	
70	0.886				0.7723			58516	
71	0.883				0.766			50194	
72 73	0.880				0.760			41128	
73	0.877				0.7542			31301	
74	0.873				0.7470			20580	
75 76	0.869				0.7392			08921	
76	0.865				0.730			96194	
77	0.860 0.855'				0.7215			32260	
78 79	0.855				0.7114 0.700			57164 50691	
79 80	0.850				0.700			32709	
80 81	0.844				0.6753			3072	
OI	0.037	اون			0.0733	٥٥٧	0.31	JU/2	

82	0.830574	0.661148	0.491722
83	0.822847	0.645694	0.468540
84	0.814372	0.628744	0.443116

Retirement Process

How do I plan for retirement?

Members must first submit a Pre- Retirement Information Verification form (PIV) to receive an estimate or a projection of benefits for their retirement account by contacting us by phone, website, e-mail, or written correspondence. The most accurate estimates are the ones that are requested 6-9 months prior to retirement.

The PIV form will require the following information:

<u>Contact information</u> includes name, current address, current daytime phone number, and the last four digits of the Social Security number or the Q number (member identification number). Please do not include the Social Security number in e-mail messages as these are not secure.

<u>Date of retirement</u> is the first day of the retirement month, even if member works through the 10th of the same month. If a 9-or 10- month employee (i.e., teacher, bus driver) completes last day of work on or before June 10, the date of retirement will be June 1. This member may draw both retirement and paycheck (for prior service) through the summer. If an 11- or 12-month employee's last day of work is June 11, the retirement date will be July 1.

<u>Joint annuitant's</u> date of birth is used to calculate benefits in the event member opts for an annuitant to continue receiving lifetime benefit after death of member (joint annuitant under Option 2 or Option 3). The younger the annuitant selected, the greater the reduction of benefit for the member. Under Option 2, the annuitant may not be more than 10 years younger than member, unless it is the member's spouse. Joint annuitants who are the beneficiary of a Discretionary and Special Needs Trust as provided in 70 O.S. § 17-105(g) can be more than 10 years younger than the member under Option 2.

<u>Unused sick leave days</u> may be combined with a partial year worked to obtain a year of credit if the combined total is 120 days or more, or 120 days of unused sick leave may stand alone as one year of credit. If a member has less than 120 days of unused sick leave and no partial year, additional service credit will be awarded and will equal the number of unused sick leave days divided by 120 days. Sick leave may not be split apart or combined with more than one year.

If member reports 120 days of unused sick leave and completes the final contract year, then a partial year of 90 days or more earned prior to July 1, 2013, will round up as an additional year of credit.

May I request more than one hypothetical estimate for comparison?

Yes. Members may request more than one estimate at a time in order to make decisions or comparisons between choices. It is recommended that no more than two estimates be requested at a time. To make comparisons when deciding to buy service or to pay a billing statement, member may wish to request an estimate with and without payment or purchase. To decide whether to work another year or to retire this year, member may request estimates for two different retirement dates. Member may need to request additional estimates at a later date.

After receiving a retirement estimate, please feel free to contact us for an explanation or clarification. Additional estimates may be requested as needed.

What is in the estimate packet?

<u>Cover Letter</u> lists the documents within the estimate packet and the order of steps for submitting the retirement estimate election.

<u>Application to Retire</u> outlines retirement date, service years, and monthly benefits for five plan options. Hypothetical estimates are distributed unless the member wishes to retire within the next 12 months. An Intent to Retire will be issued if the member requests a retirement date within 12 months of the date of request.

<u>Explanation of the Five Retirement Plan Options</u> describes how member's account balance is distributed to beneficiary(ies).

<u>Projection</u> provides a comparison of benefits for different years of retirement if member may be eligible for EESIP.

A Partial Lump Sum Option Statement (PLSO) provided a member has 30 or more years or more of service credited to the account. It will outline the five different plan option benefits into four columns of choices for lump sum options. The amount of PLSO is deducted from member account balance of contributions. The PLSO amount may exceed the amount of employee contributions in the member account.

How do I begin my retirement?

- 1. We must have a completed Pre-retirement Information Verification (PIV) form on file to issue an Application to Retire packet. The packet contains strict timelines to return required documentation.
- 2. Review the options for retirement and indicate the plan option at the bottom of the Application to Retire form. If the member had 30 or more years of service, the PLSO form indicating choice of lump sum option must also be completed and signed by both member & member's spouse (if married).
- 3. Mail the completed Application to Retire, and the PLSO Election (if applicable) back to Teachers' Retirement according to the timeline presented in the packet.
- 4. Once the Application to Retire is received by the System, the retirement contract packet will be mailed to members. The packet will contain forms for direct deposit and tax withholding in addition to the retirement contract.
- 5. The signed and notarized contract must be submitted no later than the first day of the month before the retirement month (i.e. a June 1 retirement contract is due no later than May 1). No grace period is given for weekends or holidays. Contracts returned after the due date will postpone the retirement date.
- 6. Contract changes for plan Options 1-4 (with same retirement date and beneficiary), must occur within 60 days of effective date of retirement. Single members, who marry after date of retirement, and with documentation of good health, may change their Maximum contract to Option 2 or 3 within one year of date of marriage. All changes must be submitted in writing and delivered to the System or postmarked within the specified dates.

Post Retirement

How do retirees receive monthly payments?

Effective January 1, 2000, newly retired members are required to receive monthly benefit payments via electronic fund transfers to a banking or financial institution. The retiree must complete a direct deposit form provided by the System.

The monthly benefits and withholdings are paid in arrears (i.e., July 1 payment pays for June retirement and June health insurance). Monthly benefit payments are paid the first day of each month to all eligible retirees; however,

electronic transfer may take place early (the last day of the previous month) if the 1st of the month falls on a weekend or a holiday.

Members should promptly notify the System of any changes that affect their retirement accounts. Changes in address, tax withholding, or direct deposit must be provided in writing and signed by members. If received by the System on or before the 15th of the month, then changes will be processed and reflected in the next month's payment. Every effort is made to submit change requests for the following month's benefit payment when submitted prior to the 15th. The Change of Address and Tax Withholding forms are available online for our member's convenience. You must contact the System to receive a Payment Authorization change form.

Is there a health insurance supplement available?

Members who retire or terminate employment with at least ten years of creditable service may be eligible to continue the insurance provided by their employer. If the same insurance is continued into retirement, the System will pay a supplement of \$100 - \$105 (depending on length of service and final average salary at retirement) toward the members' health insurance premiums. This supplement will be suspended if retirement insurance is suspended or stopped if retirement insurance stops.

For information about your health and life insurance coverage, contact your employer or your insurance company for proper forms and instructions. Timely paperwork will allow a smooth transition from active insurance to retired insurance. Charges for retiree insurance should begin when active insurance is no longer provided through members' employer. Teachers' Retirement pays the retirement benefit in arrears; therefore, the System also pays health insurance premiums in arrears (i.e., the September 1 retirement check pays the August retirement benefit and insurance premiums).

Post-retirement employment: What if I return to work?

Other than disability retirement, there are no restrictions on post- retirement employment with an agency or institution that does not participate in the Teachers' Retirement System of Oklahoma. However, restrictions do apply to retirees who return to work within 36 months of retirement for an employer that participates in the System. Employers must remit contributions for both the employer's and the employee's share (to general fund) on retirees. Retirees must adhere to the following restrictions or forfeit benefits received during their post-retirement employment:

<u>60-day break between employment and retirement</u>. A retired member is not eligible to be employed by the public schools of Oklahoma, in any capacity, for sixty (60) calendar days between the retiree's last day of pre-retirement public education employment and post-retirement employment. Employment during the 60-day break will cause the forfeiture of all retirement benefits received during this period.

<u>Post-Retirement Earnings Limit.</u> – Retirees who return to work in public education within 36 months of retirement are restricted to the following calendar year (Jan-Dec) earnings limits:

- Retirees under age 62 and retired fewer than 36 months may earn the lesser of one-half of the final average salary used in calculating the retirement or the earnings limit allowed by the social security administration for those younger than full retirement age.
- Retirees aged 62 and older and retired fewer than 36 months may earn the lesser of \$30,000 or one-half the final average salary used in calculating the retirement.

<u>Post-Retirement Earnings Limit May Be Prorated</u>. Since post-retirement earnings limits are based on a calendar year (Jan-Dec), earnings limits are prorated when return to employment occurs in mid-year. Retirees should visit the Teachers' Retirement System's website (<u>www.oklahoma.gov/trs</u>) to determine the exact amount of eligible earnings for each year. Knowing the proper information may prevent penalties on benefits paid after earnings limits are met.

Returning to Active, Contributing Status. To add service credits and increase retirement benefit, a retiree may elect to suspend his retirement and return to active, contributing status. The members must notify the System of their intent to suspend the retirement benefit for the month of July (return the August 1 check) and suspend retirement benefits until employment is terminated for the second retirement. Contributions to the member's account continue in the same manner as other active contributing members.

Reinstating Retirement Status. Upon termination of employment, the previous monthly retirement will be reinstated and a supplement calculated to include credit for any additional qualifying service. The retirement option election of the original retirement contract applies, and the reduction percentage used on the original retirement (due to early retirement election, PLSO election, and/or other retirement options) will be applied to the supplemental amount as well.

<u>Supplemental Retirement Benefit</u>. The supplement is calculated based on the same retirement formula for the additional years: Extra years x 2% x FAS. However, if the more recent salary(ies) exceed the FAS used in the original retirement, then the higher salary(ies) earned in supplemental service years will be used to calculate the additional benefit on the supplemental years worked. Supplemental service years do not qualify for the incentive offered through the EESIP or for an additional lump sum distribution through the PLSO election.

Limited Exception to Post-Retirement Earning Limitations under Senate Bill 267. In 2021, the Oklahoma legislature passed SB267. This bill created a limited three (3) year window (July 1, 2021- June 30, 2024) in which certain retirees may return to work with no limits on their earnings. This exception is available only to members who retired on or before July 1, 2020, and who were not employed by any public school in any capacity during the twelve-month period immediately following their retirement date. Eligible retired members may only be hired as active classroom teachers without any limitation on earnings. These returning retirees must be hired on temporary contracts. Members returning to work under SB 267 will not receive any additional service credit towards their retirement calculation. Members who are interested in this exception should work with their employer to submit a TRS form 10 (available on the TRS website) within 60 days of the member commencing eligible employment.

Survivor Benefits

What survivor benefits are available?

A survivor's benefit of \$18,000 (for an active account) or \$5,000 (for a retired account) is provided at no cost to the member, and it is paid to the beneficiary in addition to the contributions available in the member's account. Members may submit one beneficiary form for all the benefits through the System or the member may submit a separate beneficiary form specifically for the survivor's benefit amount. In order to be valid, beneficiary forms must be submitted to and on file with the System prior to the death of the member. You may download these forms from our website.

<u>Death of active, contributing members</u>. A survivor's benefit of \$18,000 shall be paid in equal shares to the designated beneficiary(s) along with the member's account balance of contributions and applicable interest. If the member qualified for retirement at the time of death, had ten (10) years or more of creditable service, and the member listed only one (1) primary beneficiary (such

as spouse) for both the account balance and the \$18,000 survivor benefit, the sole primary beneficiary (if not divorced from the member after date of signed beneficiary designation) may elect to forego the \$18,000 survivor benefit and the balance of the member's account plus accrued interest to retire as the annuitant under the Option 2 retirement plan and receive a lifetime monthly benefit. Member's beneficiary(ies) may also elect to assign all or a portion of their death benefit to a licensed funeral home.

<u>Death of inactive members</u>. The designated beneficiary(ies) of inactive members is entitled to receive the members' account balance of contributions and applicable interest, but no survivors benefit.

<u>Death of retired members</u>. A survivor's benefit of \$5,000 shall be paid to the designated beneficiary(ies) along with the provisions of the members' retirement option. Retirees may name a different beneficiary for the \$5,000 survivor benefit than is named for the retirement plan. Beneficiaries may also assign all or a portion of the death benefit to a licensed funeral home.

Is the survivor benefit taxable income?

The survivor benefit of \$18,000 for an active, contributing member or the survivor benefit of \$5,000 for a retired member is taxable income to the beneficiary; therefore, a 1099R form will be provided for tax purposes. A funeral home may be designated as the beneficiary so that family members are not taxed on this benefit. However, be sure to indicate on your request that the funeral home designation is only for the survivor benefit portion and not for the full members account balance.

Annuitant vs. Beneficiary: What's the difference?

Upon death of the members, an annuitant will continue to receive a monthly benefit for the remainder of the annuitant's life, whereas a beneficiary will receive a payout for a limited dollar amount. An annuitant (only one person) is designated by members at retirement on the retirement contract under retirement plan Option 2 (for 100% joint annuity) or Option 3 (for 50% joint annuity). Once retired, the annuitant cannot be changed. A new or secondary annuitant may not be named to continue receiving the lifetime benefit. If the named annuitant dies before the members, the members will "pop up" or revert to the maximum retirement plan for the reminder of the members' life. If the annuitant dies after the member but before the members' account balance is depleted, then a beneficiary or the estate will be awarded the balance of the members' account.