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| **Amendment to the Employee Retirement Investment Plan** | |
| **Current with Changes** | **Proposed** |
| e. employee who is rehired after October 1, 2012 and participates in Level One benefits under the University of Missouri Retirement, Disability & Death Benefit Plan (“RDD Plan”) unless such employee subsequently terminates employment with the University and is rehired after October 1, 2019; | e. employee who is rehired after October 1, 2012 and participates in Level One benefits under the University of Missouri Retirement, Disability & Death Benefit Plan (“RDD Plan”) unless such employee subsequently terminates employment with the University and is rehired after October 1, 2019; |

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| **Amendment to the Employee Retirement Investment Plan** | |
| **Current with Changes** | **Proposed** |
| **19. Matching Contribution** means a contribution to the Plan made by the University in accordance with Section 530.030.C.1.b. or 530.030.C.1.c.1). | **19. Matching Contribution** means a contribution to the Plan made by the University in accordance with Section 530.030.C.1.b. or 530.030.C.1.c.1). |

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| **Amendment to the Employee Retirement Investment Plan** | |
| **Current with Changes** | **Proposed** |
| **28. Service Credit** earned prior to October 1, 2019 shall be determined as follows: | **28. Service Credit** earned prior to October 1, 2019 shall be determined as follows: |

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| **Amendment to the Employee Retirement Investment Plan** | |
| **Current with Changes** | **Proposed** |
| 28A. The amount of Service Credit a Participant earns after October 1, 2019, shall be determined in accordance with this Section 530.030.A.28A. For Participants who began Participation in this Plan prior to October 1, 2019, the amount of Service Credit earned under this Section 530.030.A.28A shall be added to the amount of Service Credit a Participant accrued as of October 1, 2019, under the provisions of Section 530.030.A.28., to determine such Participant's total amount of Service Credit.  a. Each Participant's Service Credit shall be determined by aggregating all of the Participant's Periods of Service.  b. A "Period of Service" begins on a Participant's first day of employment or reemployment with the University as an Eligible Employee and ends on the date of the Participant's subsequent Severance from Employment. Each Period of Service accrued by a Participant shall be measured in days, including both the first day of employment or reemployment and the date of the Participant's Severance from Employment. In each instance that a Participant accrues Periods of Service that in the aggregate total 365 days, such Participant shall be credited with a year of Service Credit. A Participant's Service Credit is equal to the sum of all Periods of Service, except as provided below, whether or not such Periods of Service are contiguous or continuous.  1) Except as otherwise provided in this Section 530.030.A.28A.b, only days on which a Participant is performing services for regular Compensation shall be included in the number of days in a Period of Service.  2) Days on which a Participant whose full-time employment is under the control and direction of the University, but who renders only part-time service for teaching and research programs of the University and the compensation for the remainder of whose services is paid from funds under the control of the University, other than University funds, shall be included in the number of days in a Period of Service.  3) Any day on which the Participant is on a leave of absence (including, for example, military leaves of absence, extension of sick leave without pay, leaves of absence granted in accordance with the Family Medical Leave Act, Furloughs, and seasonal leaves) shall be included in the number of days in a Period of Service.  4) A Period of Service does not include any days before Participation in this Plan or any days worked by an employee who is not actively participating in this Plan because such employee is not an Eligible Employee.  5) A Period of Service does not include any days on which the Participant is an attached Federal or State employee, as described in the Academic Tenure Regulations, adopted by the University on March 17, 1972.  6) A Period of Service does not include any days on which a Participant is performing service for any agency or institution attached to the University but not an integral part of the University.  7) In the event a Participant who is not vested in his or her Account in accordance with Section 530.030.F.1 experiences a Severance from Employment and is not subsequently reemployed by the University as an Eligible Employee within the five year period following such a Participant's Severance from Employment, then all of such a Participant's Service Credit earned under this Section 530.030.A.28A before the Participant's Severance from Employment shall be disregarded. | 28A. The amount of Service Credit a Participant earns after October 1, 2019, shall be determined in accordance with this Section 530.030.A.28A. For Participants who began Participation in this Plan prior to October 1, 2019, the amount of Service Credit earned under this Section 530.030.A.28A shall be added to the amount of Service Credit a Participant accrued as of October 1, 2019, under the provisions of Section 530.030.A.28., to determine such Participant's total amount of Service Credit.  a. Each Participant's Service Credit shall be determined by aggregating all of the Participant's Periods of Service.  b. A "Period of Service" begins on a Participant's first day of employment or reemployment with the University as an Eligible Employee and ends on the date of the Participant's subsequent Severance from Employment. Each Period of Service accrued by a Participant shall be measured in days, including both the first day of employment or reemployment and the date of the Participant's Severance from Employment. In each instance that a Participant accrues Periods of Service that in the aggregate total 365 days, such Participant shall be credited with a year of Service Credit. A Participant's Service Credit is equal to the sum of all Periods of Service, except as provided below, whether or not such Periods of Service are contiguous or continuous.  1) Except as otherwise provided in this Section 530.030.A.28A.b, only days on which a Participant is performing services for regular Compensation shall be included in the number of days in a Period of Service.  2) Days on which a Participant whose full-time employment is under the control and direction of the University, but who renders only part-time service for teaching and research programs of the University and the compensation for the remainder of whose services is paid from funds under the control of the University, other than University funds, shall be included in the number of days in a Period of Service.  3) Any day on which the Participant is on a leave of absence (including, for example, military leaves of absence, extension of sick leave without pay, leaves of absence granted in accordance with the Family Medical Leave Act, Furloughs, and seasonal leaves) shall be included in the number of days in a Period of Service.  4) A Period of Service does not include any days before Participation in this Plan or any days worked by an employee who is not actively participating in this Plan because such employee is not an Eligible Employee.  5) A Period of Service does not include any days on which the Participant is an attached Federal or State employee, as described in the Academic Tenure Regulations, adopted by the University on March 17, 1972.  6) A Period of Service does not include any days on which a Participant is performing service for any agency or institution attached to the University but not an integral part of the University.  7) In the event a Participant who is not vested in his or her Account in accordance with Section 530.030.F.1 experiences a Severance from Employment and is not subsequently reemployed by the University as an Eligible Employee within the five year period following such a Participant's Severance from Employment, then all of such a Participant's Service Credit earned under this Section 530.030.A.28A before the Participant's Severance from Employment shall be disregarded. |
| **Amendment to the Employee Retirement Investment Plan** | |
| **Current with Changes** | **Proposed** |
| **1. University Contributions**  a. University Nonelective Contributions for Participants Hired On or After October 1, 2012 but prior to October 1, 2019. The University shall contribute to the Plan for each payroll period, a Nonelective Contribution in an amount equal to two percent (2%) of each Participant's Compensation for each payroll period.  b. University Matching Contributions for Participants Hired On or After October 1, 2012 but prior to October 1, 2019. The University shall contribute to the Plan, a Matching Contribution in an amount equal to one hundred percent (100%) of the amount contributed by such Participant to the University's 457(b) Eligible Deferred Compensation Plan for each payroll period; provided, however, the Matching Contribution will not exceed three percent (3%) of the Participant's Compensation for each payroll period.  c. University Matching Contributions for Participants Hired or Rehired On or After October 1, 2019.  1) The University shall contribute to the Plan a Matching Contribution in an amount equal to one hundred percent (100%) of the amount contributed by such Participant to the University's 457(b) Eligible Deferred Compensation Plan for each payroll period; provided, however, the Matching Contribution will not exceed eight percent (8%) of the Participant's Compensation for each payroll period.  2) Without limiting its reservation of rights to amend or modify the Plan as a whole under Section 530.030.K, the University may modify the amount or design of, or elect to discontinue, such Matching Contribution at any time.  3) Notwithstanding any provision in this Plan to the contrary, in no event shall a Participant who is otherwise eligible to receive Matching Contributions under this Section 530.030.C.1.c also be entitled to accrue additional benefits upon rehire as a Member under the RDD Plan, even if a court or administrative agency determines that such a Participant be reinstated as a Member under the RDD Plan. In the event an individual is reinstated as a Member under the RDD Plan, such individual shall not be entitled to receive Matching Contributions under this Section 530.030.C.1.c.  d. ~~c.~~ Allocation of University Contributions. The University's Contributions shall be allocated to Participant's Accounts in accordance with the Contribution formula provided in Sections 530.030.C.1.a. ~~and b~~ -c. | **1. University Contributions**  a. University Nonelective Contributions for Participants Hired On or After October 1, 2012 but prior to October 1, 2019. The University shall contribute to the Plan for each payroll period, a Nonelective Contribution in an amount equal to two percent (2%) of each Participant's Compensation for each payroll period.  b. University Matching Contributions for Participants Hired On or After October 1, 2012 but prior to October 1, 2019. The University shall contribute to the Plan, a Matching Contribution in an amount equal to one hundred percent (100%) of the amount contributed by such Participant to the University's 457(b) Eligible Deferred Compensation Plan for each payroll period; provided, however, the Matching Contribution will not exceed three percent (3%) of the Participant's Compensation for each payroll period.  c. University Matching Contributions for Participants Hired or Rehired On or After October 1, 2019.  1) The University shall contribute to the Plan a Matching Contribution in an amount equal to one hundred percent (100%) of the amount contributed by such Participant to the University's 457(b) Eligible Deferred Compensation Plan for each payroll period; provided, however, the Matching Contribution will not exceed eight percent (8%) of the Participant's Compensation for each payroll period.  2) Without limiting its reservation of rights to amend or modify the Plan as a whole under Section 530.030.K, the University may modify the amount or design of, or elect to discontinue, such Matching Contribution at any time.  3) Notwithstanding any provision in this Plan to the contrary, in no event shall a Participant who is otherwise eligible to receive Matching Contributions under this Section 530.030.C.1.c also be entitled to accrue additional benefits upon rehire as a Member under the RDD Plan, even if a court or administrative agency determines that such a Participant be reinstated as a Member under the RDD Plan. In the event an individual is reinstated as a Member under the RDD Plan, such individual shall not be entitled to receive Matching Contributions under this Section 530.030.C.1.c.  d. Allocation of University Contributions. The University's Contributions shall be allocated to Participant's Accounts in accordance with the Contribution formula provided in Sections 530.030.C.1.a.-c. |

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| e. Notwithstanding any provision of the Plan to the contrary, if the Annual Additions are exceeded for any Participant, then the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure ~~2008~~2018-~~50~~52 or any superseding guidance, including, but not limited to, the preamble of the final Code Section 415 regulations. | e. Notwithstanding any provision of the Plan to the contrary, if the Annual Additions are exceeded for any Participant, then the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2018-52 or any superseding guidance, including, but not limited to, the preamble of the final Code Section 415 regulations. |

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| **Current with Changes** | **Proposed** |
| c. ~~Participant forfeitures~~Forfeitures will be allocated ~~in~~no later than the Plan Year following the Plan Year in which the designated forfeiture occurs. | c. Forfeitures will be allocated no later than the Plan Year following the Plan Year in which the designated forfeiture occurs. |

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| **Amendment to the Employee Retirement Investment Plan** | |
| **Current with Changes** | **Proposed** |
| 4. **Committees**  The University has appointed the following committees to perform the following duties with respect to the Plan:  a. The "Investment Oversight Committee" has been delegated the operating and supervisory responsibilities related to the selection and monitoring of investment options made available to Participants in the Plan, in accordance with Section 140.030 of the University of Missouri Collected Rules and Regulations, Investment Policy for Participant Directed Savings Plans.  b. The "~~Retirement and Staff Benefits~~Total Rewards Advisory Committee" has been appointed to assist the Plan Administrator. | 4. **Committees**  The University has appointed the following committees to perform the following duties with respect to the Plan:  a. The "Investment Oversight Committee" has been delegated the operating and supervisory responsibilities related to the selection and monitoring of investment options made available to Participants in the Plan, in accordance with Section 140.030 of the University of Missouri Collected Rules and Regulations, Investment Policy for Participant Directed Savings Plans.  b. The "Total Rewards Advisory Committee" has been appointed to assist the Plan Administrator. |