Title 27: Personnel

Part 240: PERS, Optional Retirement Plan

OPTIONAL RETIREMENT PLAN
FOR
INSTITUTIONS OF HIGHER LEARNING
IN THE STATE OF MISSISSIPPI

PLAN DOCUMENT

July 1, 2026

OPTIONAL RETIREMENT PLAN
FOR
INSTITUTIONS OF HIGHER LEARNING
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ARTICLE I
ESTABLISHMENT OF PLAN AND TRUST

1.1 Establishment of Plan

House Bill No. 1070, enacted by the Legislature of the State of Mississippi, established the Optional Retirement Plan for Institutions of Higher Learning in the State of Mississippi (the "Plan") as of July 1, 1990. This Plan document sets forth the provisions of this Defined Contribution (Money Purchase) Retirement Plan, as defined in Section 2.8, and which is a governmental plan, as defined in Internal Revenue Code Section 414(d) ("Code" or "Code Section") and establishes a Trust for the Plan Assets. The Plan is intended to be a qualified plan under Code Section 401(a).

The Plan and Trust are established for the exclusive benefit of Participants and their Beneficiaries. Consistent with Code Section 401(a)(2), no amount held under the Plan will ever inure to the benefit of the Plan Sponsor, any Institution, or any successor of any of them, and all Plan investments and amounts will be held for the exclusive purpose of providing benefits to the Plan's Participants and their Beneficiaries. Notwithstanding anything in the Plan to the contrary, it will be impossible at any time before the satisfaction of all liabilities to Participants and Beneficiaries for any part of the Plan assets to be used for or diverted to purposes other than for the exclusive benefit of Participants and Beneficiaries, except that payment of taxes and administration expenses may be made from the Plan assets as provided by the Plan or permitted by applicable law.

Plan contributions are invested, at the direction of each participant, in one or more Funding Vehicles available to Participants under the Plan. Required Participant Plan Contributions are designated picked-up by the Institution so as not to be included in Participants' gross income for federal tax purposes as provided by Code Section 414(h)(2).

ARTICLE II
DEFINITIONS

2.1 Application of Definitions
The words and phrases defined in this Article have the following meanings throughout this Plan document.

2.2 Accumulation Account
"Accumulation Account" means the separate account established for each Participant to which will be credited all Plan contributions, less expense charges, plus earnings thereon.

2.3 Annual Additions
"Annual Additions" means the sum of the following amounts credited to a Participant's Accumulation Account for the Limitation Year: (a) Institution Plan Contributions; (b) Participant Plan Contributions; (c) all nondeductible employee contributions; and (d) forfeitures; however, this Plan does not accept nondeductible employee contributions or provide for forfeitures.

2.4 Beneficiary
"Beneficiary" means the individual, institution, trustee, or estate designated by the Participant to receive benefits or otherwise entitled to receive benefits that may become payable hereunder after the death of such Participant.

2.5 Board
"Board" means the Board of Trustees of the Public Employees' Retirement System of Mississippi.

2.6 Break in Service
"Break in Service" means a valid break which shall be at least one year when there is no contribution to PERS and the Employee was not in a PERS-covered position. This only applies to Employees hired before July 1, 1990.

2.7 Code
"Code" means the Internal Revenue Code of 1986, as amended. Reference to a specific Code Section includes not only the section but any comparable section or sections of any future legislation that amends, supplements, or supersedes the section.

2.8 Code Section 401(a) Defined Contribution (Money Purchase) Retirement Plan
A "Code Section 401(a) Defined Contribution (Money Purchase) Retirement Plan" means a plan that provides for a separate account for each Participant and benefits based solely on the amounts of vested Plan contributions to the Participant's Accumulation Account(s) and earnings thereon and that meets the requirements of Code Section 401(a). All benefits under the Plan are fully funded and are provided solely through the Funding Vehicles selected by the Participant; therefore, benefits are not subject to, nor covered by, federal plan termination insurance.

2.9 Compensation
"Compensation" means the full amount earned during a fiscal year by an employee as defined in Miss. Code Ann. § 25-11-103(k) (1972, as amended), including any maintenance furnished subject to the conditions and limits prescribed in PERS Board Regulation 33, *Value of Maintenance*, not to exceed the employee compensation limit set pursuant to Section 401(a)(17) of the Internal Revenue Code for the calendar year in which the fiscal year begins and proportionately for less than one (1) year of service. Such amount shall also include compensation which is not currently includable in the Participant's gross income by reason of application of Code Sections 125, 403(b), 414(h)(2), or 457. Compensation includes the following amounts paid following the Participant's Termination of Employment: (1) amounts that

would have been paid in the absence of a Termination of Employment and is regular pay for services (such as regular wages, overtime, or shift differential or other similar compensation); and (2) amounts that are payment for accrued *bona fide* sick, vacation, or other leave pursuant to Miss. Code Ann. Sections 25-3-93 and 25-3-95 (1972, as amended) that would have been used if employment continued, provided such payments are made by the later of 2 ½ months after Termination of Employment or the last day of the Plan Year that includes the date of the Termination of Employment. Compensation does not include other amounts paid following Termination of Employment, including severance pay or deferred compensation.

2.10 Date of Employment or Reemployment

"Date of Employment or Reemployment" means the effective date of the appointment on which compensation begins for an Employee in an ORP-eligible position.

2.11 Effective Date

"Effective Date" means July 1, 1990, which is the effective date of the Plan.

2.12 Eligible Employee

"Eligible Employee" means any Employee of an Institution who is appointed or employed on or after July 1, 1990, and who holds a position as defined herein and is eligible for membership in the Public Employees' Retirement System of Mississippi (sometimes hereafter referred to as PERS).

Teaching positions include:

(a) All persons whose specific assignments customarily include conducting instruction, research or public service as a principal activity (or activities), and who hold academic-rank titles of professor, associate professor, assistant professor, instructor, lecturer, and/or research scientist.
(b) Employees hired on or after August 1, 1998, as librarians with academic rank as well as intercollegiate coaches, with or without academic rank.
(c) Employees hired on or after July 1, 2001, in the following categories:
    (1) an intern or resident in training at the University of Mississippi Medical Center or the College of Veterinary Medicine at Mississippi State University under a teaching program at such institution,
    (2) a post doctoral assistant/fellow at any Institution, or
    (3) a research scientist with or without academic rank whose specific assignments customarily include conducting research at any Institution.
(d) Deans, associate deans, assistant deans, and executive officers of academic departments (chairmen, head or the equivalent) if their principal activity is instructional.
(e) Teaching Positions do not include student teachers or research assistants.

Administrative Faculty Positions include:

(a) Persons whose assignments require primary (and major) responsibility for management of the Institution or a customarily recognized department. Assignments require the performance of work directly related to management policies or general business operations of the Institution, department, or subdivision. It is assumed that assignments in this category customarily and regularly require the incumbent to exercise discretion and independent judgment and to direct the work of others.
(b) The administrative faculty category is generally limited to officers holding such titles as president, vice president, and dean as well as officers subordinate to any of these administrators with such titles as associate dean, assistant dean, or executive officer of

academic departments, (chairmen, head or the equivalent) if their principal activity is administrative.

(c) Employees hired on or after August 1, 1998, as administrators with significant budgetary authority, including, but not limited to, athletic directors, shall be deemed to hold Administrative Faculty Positions.

2.13 Employee

"Employee" means any person employed by the Institution as a common law employee.

2.14 Fund Sponsor

"Fund Sponsor" means a life insurance company licensed to do business in the State of Mississippi, mutual fund company, or other company offering similar investments, or a subsidiary of, or a company affiliated with, or under common management with, such a company that provides funding vehicles available to participants under this Plan as designated by the Board.

2.15 Funding Vehicles

"Funding Vehicles" means tax-deferred annuities, fixed or variable in nature or a combination thereof, mutual fund shares, or other similar investment products approved by the Board, issued for the purpose of funding accrued benefits under this Plan.

2.16 Institution

"Institution" means any of the State Institutions of Higher Learning included in Miss. Code Ann. Section 37-101-1, (1972, as amended), namely:

Alcorn State University
Delta State University
Jackson State University
Mississippi State University
Mississippi University for Women
Mississippi Valley State University
University of Mississippi
University of Mississippi Medical Center
University of Southern Mississippi
Any other of like kind which may hereafter be established by the State

2.17 Institution Plan Contributions

"Institution Plan Contributions" means contributions by the Institutions under this Plan, as required by Article IV.

2.18 Limitation Year

"Limitation Year" means the period beginning on July 1 of each year and ending on June 30 of the next succeeding year.

2.19 Normal Retirement Age

"Normal Retirement Age" is age 60 provided a Participant hired before July 1, 2007, has completed four (4) or more full years of participation in the Plan, or age 60 provided a Participant hired on or after July 1, 2007, has completed eight (8) or more full years of participation in the Plan, or when a Participant has completed 25 full years of participation in the Plan regardless of age or as otherwise provided in Miss. Code Ann. Section 25-11-111 (1972, as amended).

2.20 Participant

"Participant" means any Employee of the Institution who participates in the Plan in accordance with Article III.

2.21 Participant Plan Contributions
"Participant Plan Contributions" means the contributions by a Participant under this Plan, as required by Article IV. Participant Plan Contributions are designated by the Institution as being made by the Institution in lieu of Plan contributions by the Participant. Furthermore, the pick-up amounts cannot be received directly by the Participants in accordance with Code Section 414(h)(2).

2.22 Plan
"Plan" means the Optional Retirement Plan for Institutions of Higher Learning in the State of Mississippi as contained herein or as duly amended.

2.23 Plan Contributions
"Plan Contributions" means contributions by the Institution and the Participant under this Plan as required by Article IV.

2.24 Plan Entry Date
"Plan Entry Date" means the later of the effective date of the Plan or the date on which an Employee becomes an Eligible Employee.

2.25 Plan Year
"Plan Year" means the 12 consecutive month period beginning on July 1 and ending on June 30.

2.26 Termination of Employment
"Termination of Employment" means the complete severance of employment by resignation, dismissal, discharge, or retirement.

2.27 Trust
"Trust" means and refers to the legal entity and the legal relationship created by Section 1 of Article 1 and pursuant to Article XII. Consistent with Code Section 401(a)(2), the Trust must be solely for purposes of the Plan and consistent with Section 1 of Article 1 and Article XII.

2.28 Trustee
"Trustee" means the Board of Trustees of the Public Employees' Retirement System of Mississippi.

2.29 Years of Participation
"Years of Participation" means any year of service after participation in the Plan begins and during which Institution and Participant contributions are made, for a period of not less than the full school year or the full fiscal year as applicable for the position.

2.30 Valuation Date
The date or dates provided in the Funding Vehicles; provided that, if a Funding Vehicle does not provide for a valuation date, the Valuation Date for the assets in that Funding Vehicle shall be the last day of the Plan Year. The Plan's investments will be valued on each Valuation Date.

ARTICLE III
ELIGIBILITY FOR PARTICIPATION

3.1 Participation

In lieu of participation in the Public Employees' Retirement System of Mississippi (PERS), Eligible Employees may elect to begin participation in this Plan on the Plan Entry Date. Such elections, which are irrevocable, must be made no later than 30 days following date of initial employment in an ORP-eligible position.

Any person electing to participate in the Plan shall be ineligible for membership in PERS so long as he or she is employed in a position for which the Plan is available. However, should a participant in an ORP-eligible position be simultaneously employed in a PERS-eligible position with an entity other than an Institution, that person will participate in both the Plan and PERS so long as the qualifications for participation in each are met.

A Participant transferred or reclassified to a position that does not qualify for participation in this Plan will cease to participate in the Plan.

Where an Employee covered under PERS in a position other than one as defined under Section 2.12 of the Plan is employed by the Institutions after July 1, 1990, in an ORP-eligible position, such Employee would be entitled to the option to elect to join the Plan.

An Eligible Employee covered under PERS prior to July 1, 1990, who terminates employment with an Institution and who is reemployed by an Institution after a valid Break in Service as defined in Section 2.6 of the Plan may elect to participate in the Plan, provided the Eligible Employee has not retired from the Public Employees' Retirement System of Mississippi.

3.2 Notification

The Institution will notify each Eligible Employee when participation in the Plan begins. Each Participant is entitled to the benefits and is bound by all of the terms, provisions, and conditions of this Plan, including any and all amendments which from time to time may be adopted, including the terms, provisions and conditions of any contract and/or certificate under the Plan.

3.3 Enrollment in Plan upon Initial Employment in an ORP-eligible Position

To participate in this Plan, an individual initially employed in an ORP-eligible position on or after July 1, 1990, shall within 30 days of employment complete and return to the employing Institution the following:

(1) Form 4E, *Optional Retirement Plan Election/Vendor Selection*;
(2) Form 4S, *Vendor Selection Change*; and
(3) the appropriate enrollment form(s) for the Fund Sponsor(s) and Funding Vehicle(s) selected.

If an individual initially employed in an ORP-eligible position on or after July 1, 1990, does not return the appropriate Election Form and Vendor Selection Form to the employer within 30 days, he or she shall become a member of the Public Employees' Retirement System of Mississippi (PERS) in accordance with Miss. Code Ann. Section 25-11-101 et seq. (1972, as amended).

An election to participate in the Plan shall be irrevocable. The election shall be in writing and filed with the employing Institution, or as otherwise provided by the Board.

3.4 Reemployment

Once an Eligible Employee has irrevocably elected to participate in the Plan, the Eligible Employee must once again participate in the Plan upon any subsequent reemployment in a Plan-eligible position. An individual reemployed in an ORP-eligible position shall complete and return to the employing Institution within 30 days of reentry into employment in an ORP-eligible

position (1) Form 4S, *Vendor Selection Change*, and (2) the appropriate enrollment form(s) for the Fund Sponsor(s) and Funding Vehicle(s) selected. If an individual reemployed in an ORP-eligible position does not return the Vendor Selection Form to the employer within 30 days of reentry into employment in an ORP-eligible position, his or her previous Vendor Selection Form shall be reactivated. Moreover, any Eligible Employee drawing a monthly retirement allowance from the Public Employees' Retirement System of Mississippi, who is subsequently employed in a Plan-eligible position must comply with the reemployment limitations as they may be amended from time to time as set forth in Miss. Code Ann. Section 25-11-127 (1972, as amended), unless such retirement allowance is terminated and the Employee returns to PERS-covered employment.

3.5 Cessation of Active Participation

A Participant shall no longer continue to contribute to the Plan if:

(a) he or she assumes a position in state service other than as an Employee of an Institution;
(b) he or she is retired or terminated from employment with the Institution;
(c) he or she is transferred or reclassified to a position that does not qualify for participation in this Plan; or
(d) the Plan is terminated.

Where a Participant in the Plan accepts a position that is not eligible for the Plan, that individual's participation in the Plan will be suspended during the period in which the individual occupies a position for which participation in the Plan is not available. The individual's participation in the Plan will recommence, by virtue of the election made at the time of initial employment in an ORP-eligible position, when the individual again occupies a position for which participation in the Plan is available.

ARTICLE IV
PLAN CONTRIBUTIONS

4.1 Plan Contributions

The Institution will make Institution Plan Contributions monthly during years of participation in accordance with the schedule set forth below except as the same may hereafter be changed by statute, regulation, or termination of the Plan. Pursuant to Miss. Code Ann. § 25-11-411, (1972, as amended) the Board is authorized to deduct a fee of up to two-tenths percent (0.20%) of the Participant's Compensation to defray the cost of administering the plan.

The Participant's contribution of 9.00% of Compensation, which is picked-up by the Institution, shall be credited to the Participant's account.

For legacy Participants initially hired before July 1, 2025, the Institution shall contribute 14.90% of the Participant's Compensation to be credited to the Participant's account. In addition, the Institution shall contribute 3.80% of the Participant's Compensation to PERS for application to the accrued liability contribution fund and 0.20% of the Participant's Compensation to PERS for an administrative fee.

For Participants initially hired on or after July 1, 2025, the Institution shall contribute up to 9.00% of the Participant's Compensation to be credited to the Participant's account. In addition, the Institution shall contribute 9.70% of the Participant's Compensation to PERS for application to the accrued liability contribution fund and 0.20% of the Participant's Compensation to PERS for an administrative fee.

The Institution may make additional contributions to the Participant's accounts up to the maximum amount allowable under federal law. Any changes to the employer contribution rate shall be adopted by the Institution no more than annually and shall be effective on July 1 following the adoption and notification to the Board.

Employer and Employee Plan Contributions as a Percentage of Compensation

By the Participant	By the Institution	Total
9.00%	18.90%	27.90%

Legacy Employees Initially Hired before July 1, 2025
Allocation of 18.90% Employer Contribution

Administrative Fee	% to PERS UAAL	% to Participant's Account
0.20% of Compensation	**3.80% of Compensation**	**14.90% of Compensation**

Participants Initially Hired on or after July 1, 2025
Allocation of 18.90% Employer Contribution

Administrative Fee	% to PERS UAAL	% to Participant's Account
0.20% of Compensation	**9.70% of Compensation**	**9.00% of Compensation**

In no event will Compensation taken into account under the Plan exceed the limit of Code Section 401(a)(17) as such amount may be adjusted by the Secretary of Treasury from time to time.

All Plan contributions are fully vested and nonforfeitable. Plan contributions during educational, maternity and sick leave are provisional on the continuation of salary or Compensation by the employing Institution.

4.1(a) Contributions during Qualified Military Service

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to Qualified Military Service will be provided in accordance with Code Section 414(u)(5). A Participant shall be allowed to make Participant Plan Contributions, on an after-tax basis, for each year of Qualified Military Service in any amount up to the maximum Participant contributions the Participant would have been eligible to contribute had he not been in Qualified Military Service based on his compensation as herein defined, provided such Participant entered such Qualified Military Service directly from the employ of the Institution and was reemployed by the Institution immediately following discharge from such Qualified Military Service. The Participant shall be required to contribute such make-up Participant Plan Contributions during the period which begins on the date of the Participant's reemployment with the Institution and not exceeding three (3) times the Participant's Qualified Military Service; provided however, that in no event shall such period exceed five (5) years.

If the Participant makes the required Participant Plan contribution as noted above, an Institution Plan Contribution shall be made for any eligible Participant for each year of Qualified Military Service in an amount equal to the amount the Participant would have been credited had he not been in Qualified Military Service based on his compensation as herein defined.

A Participant who is in Qualified Military Service shall be treated as receiving compensation during such period of Qualified Military Service equal to the compensation the Participant would have received during such period if the Participant were not in Qualified Military Service, determined based on the rate of pay the Participant would have received from the Institution but for absence during the period of Qualified Military Service.

Any Institution Plan Contributions made pursuant to this Section shall not be subject to any otherwise applicable limitations contained in Code Section 404(a), 402(g), or 415 with respect to the year in which the Institution Plan Contributions are made; however, such Institution Plan Contributions shall be subject to such limitations with respect to the year to which the Institution Plan Contributions relate.

Qualified Military Service means any service in the uniformed services (as defined in Chapter 43, Title 38, United States Code) by any individual if such individual is entitled to reemployment rights under such chapter with respect to such services.

4.2 Allocation of Plan Contributions

Plan contributions to the Participant's account shall be forwarded by the Institution to the Fund Sponsor of the Funding Vehicle(s) selected by a Participant and may be allocated by the Participant to one or more Funding Vehicles in whole-number percentages. At least as frequently as once a month a Participant may change his or her allocation of future Plan contributions to such Funding Vehicle(s) of a Fund Sponsor.

A Participant may direct contributions to more than one Fund Sponsor. A Participant may change Fund Sponsors quarterly, and such changes are effective January 1, April 1, July 1, and October 1 of each year if the correct form is received by the date specified by the Institution.

4.3 Statements

The Institution will determine the total amount of contributions to be made for each Participant from time to time on the basis of its books and records and in accordance with the provisions of this Article. When each contribution payment is made by the Institution, the Institution will prepare a statement showing the name of each Participant and the portion of the payment which is

made for him or her and will deliver a copy of the statement to the appropriate Fund Sponsor(s) with the contributions payment.

4.4 Record Maintenance

Records for each Participant under this Plan are maintained on a calendar year basis. At least once a quarter the Fund Sponsor(s) will send each Participant a report summarizing the status of his or her Accumulation Account(s) as of the end of that current quarter. Similar reports or illustrations may be obtained by a Participant upon Termination of Employment or at any other time by writing directly to the Fund Sponsor(s).

4.5 Limitations

Notwithstanding anything to the contrary contained in this Plan, the obligation of the Institution to make Institution Plan Contributions is subject to the provisions of Article X relating to the amendment and termination of the Plan, provided that no amendment or termination will affect any obligation of the Institution to make Institution Plan Contributions with respect to Compensation earned by Participants prior to the date of amendment or termination.

4.6 Reversion

All contributions and earnings thereon credited to the Plan and/or a Participant's Accumulation Account shall be irrevocable except as provided herein and may only be used for the exclusive benefit of the Participant and his or her designated Beneficiaries. Under no circumstances or conditions will any Plan Contributions revert to, be paid to, or inure to the benefit of the Institution, directly or indirectly.

However, erroneous Plan Contributions will be corrected and returned by the Fund Sponsor to the Institution no later than 30 days after notification of the error if such correction and return can be completed within one year of the erroneous contributions. In any event, any correction made under this section shall be made in accordance with the Internal Revenue Service Employee Plans Compliance Resolution System.

4.7 Maximum Contribution

Notwithstanding anything contained in this Plan document to the contrary, the total annual additions made on behalf of any Participant for any year will not exceed the amount permitted under Code Section 415. Notwithstanding the foregoing, the otherwise permissible annual contributions for any Participant under this Plan may be further reduced to the extent necessary to prevent disqualification of the Plan under Code Section 415.

If the annual additions exceed the limitations under Code Section 415, the failure to limit annual additions may be corrected in any manner permitted by the Internal Revenue Service under its Employee Plans Compliance Resolution System.

If the limitations are exceeded because the Participant is also participating in another Plan required to be aggregated with this Plan for the purposes of Code Section 415, then the extent to which annual contributions under this Plan will be reduced, as compared with the extent to which annual benefits or contributions under any other plans will be reduced, will be determined by the Institution in a manner as to maximize the aggregate benefits payable to the Participant from all plans. If the reduction is under this Plan, the Institution will advise affected Participants of any additional limitation on their annual contributions required by this paragraph.

ARTICLE V
FUND SPONSORS/FUNDING VEHICLES

5.1 Fund Sponsors/Funding Vehicles

Plan contributions are invested in one or more Funding Vehicles available to Participants under this Plan. These Funding Vehicles, unless restricted by law, may include collective investment trusts or common group trusts that provide for the pooling of assets of employee benefits trusts, as permitted under Revenue Rulings 81-100 and 2011-1, Notice 2012-6, Revenue Ruling 2014-24, or subsequent guidance, and that are operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under section 401(a) of the Internal Revenue Code, individual retirement accounts that are exempt under section 408(e) of the Internal Revenue Code, eligible governmental plans that meet the requirements of section 457(b) of the Internal Revenue Code, and governmental plans under section 401(a)(24) of the Internal Revenue Code. For this purpose, a trust includes a custodial account or separate tax-favored account maintained by an insurance company that is treated as a trust under section 401(f) or under section 457(g)(3) of the Internal Revenue Code.

Any collective or common group trust to which assets of the Plan are transferred shall be adopted by the Board as part of the Plan by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee. The separate account maintained by the group trust for the Plan shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the members and beneficiaries of the Plan.

For purposes of valuation, the value of the separate account maintained by the group trust for the Plan shall be the fair market value of the portion of the group trust held for the Plan, determined in accordance with generally recognized valuation procedures.

The Board shall periodically monitor and evaluate the available Fund Sponsors and Funding Vehicles as well as the appropriateness of continued offerings by the Plan. The Board shall determine whether to add additional Funding Vehicles and/or to terminate Funding Vehicles that are determined to be no longer appropriate for offering.

5.2 Fund Transfers

Subject to a Funding Vehicle's rules for transfers and in accordance with the provisions of the Code for maintaining the tax deferral of the Accumulation Account(s), a Participant may specify that a part or all of his or her Accumulation Account in one Funding Vehicle may be transferred to another Funding Vehicle(s) of the Fund Sponsor or the Funding Vehicle(s) of another Fund Sponsor. Transfers between Fund Sponsors are subject to each Fund Sponsor's rules for such transfers.

ARTICLE VI
VESTING

6.1 Participant Plan Contributions
Amounts attributable to Participant Plan Contributions shall at all times be nonforfeitable.

6.2 Institution Plan Contributions
Amounts credited to the Participant account derived from Institution Plan Contributions shall be nonforfeitable when such Institution Plan Contributions are made.

ARTICLE VII
BENEFITS

7.1 Retirement Benefits

Following attainment of Normal Retirement Date or other Termination of Employment at any age and subject to any applicable penalties and tax, a Participant may elect to receive benefits under any of the options set forth in Section 7.4 and in the contracts between the Fund Sponsor(s) and Participant and/or the Trustee. In no case shall any distribution be made prior to Termination of Employment.

7.2 Death and Disability Benefits

In the event a Participant terminates from employment due to disability or dies prior to commencement of retirement benefit payments, the full current value of the vested amount in the Accumulation Account(s) is then payable to the Participant or to the Participant's Beneficiary or Beneficiaries as named by the Participant, under one of the options offered by the Fund Sponsor(s). In no case shall any distribution be made prior to Termination of Employment.

7.3 Application for Benefits

Procedures for receipt of benefits are initiated by contacting the Fund Sponsor(s). Benefits provided by Funding Vehicles or contract(s) to which Plan contributions have been applied will be payable by the Fund Sponsor(s) upon receipt of a request for benefits, and applicable supporting documentation, which the Fund Sponsor(s) determines to be in good order. The necessary forms will be provided to the Participant, the surviving spouse, or the Beneficiary by the Fund Sponsor(s). A representative of the Institution, or its designee, must approve all distributions of funds for the payment of benefits from the Plan, including rollover distributions, surrenders, or other forms of distribution/payment. The application process may be handled in writing or by electronic means.

7.4 Distribution Requirements

The requirements of this Section apply to any distribution of a Participant's Accumulation Account(s). Such distributions will in all cases be made in accordance with a good faith interpretation of Code Section 401(a)(9).

(a) Limits on Settlement Options. Distributions may only be made over one of the following periods (or a combination thereof):

i) The life of the Participant,
ii) The life of the Participant and a designated Beneficiary, or
iii) A period certain not extending beyond the joint and last survivor life expectancy of the Participant and the designated Beneficiary, or
iv) Lump sum, subject to provision of applicable Funding Vehicle(s), or
v) Any other distribution set forth in the contracts between the Fund Sponsor(s) and Participant and/or the Trustee.

Notwithstanding anything contained herein to the contrary, the Plan shall in all events commence distribution of the interest of each Participant in accordance with this section not later than April 1 of the calendar year following the calendar year in which the Participant attains age seventy-two (72) for those Participants who were born on or after July 1, 1949 or age seventy and one-half (70 ½) for those Participants who were born on or before June 30, 1949, or in the calendar year in which he retires, whichever is later, but in all instances distribution shall occur in accordance with a good faith interpretation of Code Section 401(a)(9), including the minimum distribution incidental death benefit requirements of Treasury Regulation 1.401(a)(9)-2. The life

expectancy of a Participant and the Participant's spouse (other than for a life annuity) may be redetermined annually at the Participant's election. If a distribution is required to begin according to Section 7.4(a) and the Participant has not filed a claim by the date that is sixty (60) days before the Participant's required beginning date as required in Code Section 401(a)(9), the Fund Sponsor shall direct payment according to the automatic payout option provided by the applicable Funding Vehicle(s), or, to the extent not so provided, as a lump sum distribution.

(b) Death Distribution Provisions for deaths before January 1, 2022. Upon death of the Participant, the following distribution provisions will take effect:

i) If the Participant dies after distribution of his or her vested Accumulation Account(s) has begun, the remaining portion of the Accumulation Account will continue to be distributed at least as rapidly as under the method of distribution being used prior to the participant's death.

ii) If the Participant dies before distribution of his or her Accumulation Account(s) begins, the Participant's entire Accumulation Account will be distributed no later than five years after the Participant's death except to the extent that an election is made to receive distributions in accordance with (1) or (2) below:

(1) If any portion of the Participant's Accumulation Account(s) is payable to a designated Beneficiary, distributions may be made in substantially equal installments over the life or life expectancy of the designated Beneficiary beginning no later than one year after the Participant's death.

(2) If the designated Beneficiary is the Participant's surviving spouse, the date distributions are required to begin in accordance with (1) above must not be later than the date on which the Participant would have attained age 70 ½ (age seventy-two (72) with respect to a Participant who would have attained age seventy and one-half (70 ½) after December 31, 2019), and if the spouse dies before payments begin, subsequent distributions will be made as if the spouse had been the Participant.

(3) If a distribution is required to begin to a Beneficiary and the Beneficiary has not filed a claim by the date that is sixty (60) days before the date required by Code Section 401(a)(9), the Fund Sponsor shall direct payment according to the automatic payout option provided by the applicable Funding Vehicle(s), or, to the extent not so provided, as a lump sum distribution.

(c) Death Distribution Provisions for deaths on or after January 1, 2022. Upon death of the Participant, the following distribution provisions will take effect:

(i) If the Participant dies before the distribution of his or her entire account (regardless of whether any distributions had begun before the Participant's death) and the Participant has a designated Beneficiary:

(1) The entire Participant Account shall be distributed to the designated Beneficiary by December 31 of the calendar year containing the tenth anniversary of the Participant's death.

(2) Notwithstanding paragraph (1), if the designated Beneficiary is an Eligible Designated Beneficiary, then the Eligible Designated Beneficiary may elect for the Participant's Account(s) to be distributed (A) by December 31 of the calendar year containing the tenth (10th) anniversary of the Participant's death, or (B) beginning no later than December 31 of the calendar year immediately following the calendar year in which the Participant died, over the life of the Eligible Designated Beneficiary or over a period not exceeding the life expectancy of the Eligible Designated Beneficiary. If the Eligible Designated Beneficiary is the surviving spouse, payment

under item (B) is not required until the later of December 31 of the calendar year immediately following the calendar year in which the Participant died or December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70½) (age seventy-two (72) with respect to a Participant who would have attained age seventy and one-half (70½) after December 31, 2019). If the Eligible Designated Beneficiary does not elect a method of distribution as provided above, the Participant's Account(s) shall be distributed in accordance with item (B).

(3) Upon either (A) the death of an Eligible Designated Beneficiary before distribution of the Participant's entire account or (B) the attainment of the age of majority for an Eligible Designated Beneficiary who is a minor child under subsection 7.4(b)(iii), paragraph (2) shall no longer apply, and the remainder of the account shall be distributed under paragraph (1).

(ii) If the Participant dies before distributions of his or her account begins and the Participant has no designated Beneficiary, the Participant's account under the Plan shall be distributed by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death. If the Participant dies after distribution of his or her account begins and the Participant has no designated Beneficiary, any remaining portion of the account shall continue to be distributed at least as rapidly as under the method of distribution in effect at the time of the Participant's death.

(iii) For purposes of this subsection, an "Eligible Designated Beneficiary" shall mean designated beneficiary who, as of the date of the death of the Participant, is: (A) the surviving spouse of the Participant; (B) a child of the Participant who has not reached the age of majority; (C) disabled within the meaning of Code Section 72(m)(7); (D) chronically ill within the meaning of Code Section 7702B(c)(2) (except that the requirements of subparagraph (A)(i) thereof shall only be treated as met if there is a certification that, as of such date, the period of inability described in such subparagraph with respect to the individual is an indefinite one which is reasonably expected to be lengthy in nature); or (E) any other individual who is not more than ten (10) years younger than the Participant. Notwithstanding the preceding, a child described in (B) above shall cease to be an Eligible Designated Beneficiary as of the date he or she reaches the age of majority.

(d) A Participant or Beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Code Section 401(a)(9)(I) ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2020 RMDs, or (2) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the participant, the joint lives (or joint life expectancies) of the participant and the participant's designated beneficiary, or for a period of at least 10 years (Extended 2020 RMDs), will not receive those distributions for 2020 unless the Participant or Beneficiary elects to receive such distributions.

Further, if provided by the Funding Vehicle or contracts, the 2020 RMD will be treated as eligible rollover distributions.

7.5 Eligibility for Health Insurance Coverage at Retirement

To the extent a Participant otherwise meets the State and School Employees' Life and Health Insurance Plan's eligibility requirements to participate in such plan as a retiree of a Mississippi retirement plan, retirees of the Plan are eligible to continue participation in the State and School

Employees' Life and Health Insurance Plan under the same terms and conditions as retirees of the Public Employees' Retirement System of Mississippi.

7.6 Effect of Unused Leave at Retirement or Termination of Employment

If, at retirement or Termination of Employment, a Participant in the Plan has unused leave, then the Participant may be paid for any such unused leave to the extent allowed by state law. Appropriate Institution and Participant Plan Contributions shall be made to the Plan for such lump sum payment of unused leave in accordance with Miss. Code Ann. Section 25-11-103(f) (1972, as amended). Where an employee has earned and has been reported for the maximum annual allowable earnings, he or she may be paid for up to 30 days of unused leave in accordance with the leave laws of the State of Mississippi; however, contributions shall not be withheld on any such lump sum leave payment resulting in the earnings for the year which exceed the maximum allowable under the Plan for the year or a proportionate share of a year, whichever is applicable. Any remaining unused, uncompensated leave lapses upon retirement or Termination of Employment.

7.7 Direct Rollover

(a) Consistent with Code Section 401(a)(31), a Participant shall be permitted to elect to have any "eligible rollover distribution" transferred directly to an "eligible retirement plan" specified by the Participant. The Plan provisions otherwise applicable to distributions continue to apply to the direct transfer option. The Participant shall, in the time and manner prescribed, specify the amount to be directly transferred and the "eligible retirement plan" to receive the transfer. Any portion of a distribution which is not transferred shall be distributed to the Participant. For purposes of this Section, the term "eligible rollover distribution" means any distribution of the balance to the credit of the Participant other than: (a) a distribution of substantially equal periodic payments over the life or life expectancy of the Participant (or joint life or joint life expectancies of the Participant and the designated Beneficiary) or, (b) a distribution over a specified period certain of ten (10) years or more. Amounts required to be distributed under Code Section 401(a)(9) are not eligible rollover distributions. The direct transfer option described in subsection (a) applies only to eligible rollover distributions which would otherwise be includible in gross income if not transferred. For purposes of the direct rollover provision of this Plan, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code Sections 408(a) or (b), or to a qualified defined contribution plan described in Code Sections 401(a) or 403(a), or on or after January 1, 2007, to a qualified defined benefit plan described in Code Section 401(a) or to an annuity contract described in Code Section 403(b), that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(b) For purposes of this Section, the term "eligible retirement plan" means an individual retirement account as described in Code Section 408(a), an individual retirement annuity as described in Code Section 408(b), an annuity plan as described in Code Section 403(a), or a qualified retirement plan as described in Code Section 401(a) which is exempt from tax under Code Section 501(a) and which accepts rollover distributions. Transfers under this section shall not be considered assignments under Section 8.1. An eligible retirement plan shall also mean an annuity contract described in Code Section 403(b) and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. Effective January 1, 2008,

"eligible retirement plan" may also include a Roth IRA as described in Code Section 408(A). Effective for distributions made after December 18, 2015, an eligible retirement plan includes a SIMPLE IRA as described in Code Section 408(p), provided that the rollover contribution is made after the two-year period beginning on the date the distributee first participated in any qualified salary reduction arrangement maintained by the distributee's employer under Code Section 408(p)(2), as described in Code Section 72(t)(6).

The definition of "eligible retirement plan" shall also apply in the case of a distribution to a surviving spouse. The election described in subsection (a) also applies to the surviving spouse after the Participant's death.

A distribution of all or any portion of the balance to the credit of a deceased Participant payable to a non-spouse Beneficiary is also qualified as an eligible rollover distribution. However, a non-spouse Beneficiary may rollover the distribution only to an individual retirement account or individual retirement annuity established for the purpose of receiving the distribution and the account or annuity will be treated as an "inherited" individual retirement account or annuity.

7.8 Types of Rollovers Accepted

A. Direct Rollovers:

The Plan will accept a direct rollover of an eligible rollover distribution from:

a) A qualified plan described in Code Section 401(a) or 403(a), including after-tax employee contributions,
b) An annuity contract described in Code Section 403(b), excluding after-tax employee contributions,
c) An eligible plan under Code Section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

B. Participant Rollover Contributions from Other Plans:

The Plan will accept a Participant contribution from an eligible rollover distribution from:

a) a qualified plan described in Code Section 401(a) or 403(a),
b) an annuity contract described in Code Section 403(b) ,
c) an eligible plan under Code Section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

C. Participant Rollover Contributions from IRAs.

The Plan will not accept a participant rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Code Section 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income. The Plan will not accept Participant contributions from a Roth IRA described in Code Section 408A.

7.9 Other Benefits

No retirement benefit, death benefit or other benefit under the Plan shall be paid by the State of Mississippi or a participating Institution, or the Board with respect to any Employee selecting and participating in the Plan or with respect to any Beneficiary of that Employee. The benefits payable to a Participant or his or her Beneficiary whose funds are invested with annuity providers shall be governed solely by the terms of the contracts of the issuing insurance company or companies. To the extent that a Participant has invested funds in mutual fund shares, the benefits shall be limited to the value of the shares in the Participant's account.

ARTICLE VIII
GENERAL PROVISIONS AND LIMITATIONS REGARDING BENEFITS

8.1 Nonalienation of Retirement Rights or Benefits

All Participant rights, benefits, contributions, contracts, and Accumulation Accounts under the Plan shall not be assignable and shall be exempt from levy, sale, garnishment, attachment, domestic relations orders, or any other process, including any Mississippi state or municipal tax, except to the extent that state income tax may be payable under Chapter 7, Title 27, Mississippi Code of 1972, as amended.

ARTICLE IX
ADMINISTRATOR

9.1 Plan Administrator

This Plan shall be administered by the Board.

9.2 Authority of the Board

The Board, which is the Administrator for purposes of the Miss. Code Ann. Section 25-11-401 et. seq. (1972, as amended), has all the powers and authority expressly conferred upon it herein and further has the sole right to interpret and construe the Plan and to determine any disputes arising under it. In exercising these powers and authority, the Board will at all times exercise good faith, apply standards of uniform application and refrain from arbitrary action. The Board may employ attorneys, agents and accountants as it finds necessary or advisable to assist it in carrying out its duties. The Board may designate a person or persons other than the Board to carry out any of its administrative powers, authority, or responsibilities. Any delegation will be set forth in writing.

9.3 Designation of Executive Director

The Executive Director shall execute all documents, contracts, agreements, amendments, and any other document of this Plan for and on behalf of the Board, all as more fully set forth in the PERS Executive Director Standard Operating Procedures Manual.

ARTICLE X
AMENDMENT AND TERMINATION

10.1 Amendment and Termination

While it is expected that this Plan will continue indefinitely, the Board reserves the right at any time to amend, otherwise modify, or terminate the Plan or to discontinue any further contributions or payments under the Plan as authorized by the Legislature. In the event of a termination of the Plan or discontinuance of Plan contributions, the Board will notify all Participants of the termination. As of the date of complete or partial termination, all Accumulation Accounts will become nonforfeitable to the extent funded.

10.2 Limitation

Notwithstanding the provisions of Section 10.1, the following conditions and limitations apply:

(a) No amendment will be made that will operate to recapture for the Institution any Plan contributions previously made under this Plan. However, Institution Plan Contributions made in contemplation of approval by the Internal Revenue Service may be returned to the Institution if the Internal Revenue Service fails to approve the Plan. In the event that a Fund Sponsor has funds as a result of an error, it shall pay to the Institution the amount found to be in error within 30 days.

(b) No amendment will deprive, take away, or alter any then accrued right of any Participant insofar as Plan contributions are concerned.

ARTICLE XI
MISCELLANEOUS

11.1 Plan Non-contractual

Nothing contained in this Plan will be construed as a commitment or agreement on the part of any person to continue his or her employment with the Institution, and nothing contained in this Plan will be construed as a commitment on the part of the Institution to continue the employment or the rate of compensation of any person for any period, and all Employees of the Institution will remain subject to discharge to the same extent as if the Plan had never been put into effect.

11.2 Claim of Other Persons

The provisions of the Plan will in no event be construed as giving any Participant or any other person, firm or corporation, any legal or equitable right against the Board, the Trustee, an Institution, their officers, employees, or directors, except the rights as are specifically provided for in this Plan or created in accordance with the terms and provisions of this Plan.

11.3 Governing Law

Except as provided under federal law, the provisions of the Plan are governed by and construed in accordance with the laws of the State of Mississippi.

11.4 Merger, Consolidation, or Transfers of Plan Assets

The Plan will not be merged or consolidated with any other Plan, nor will any of its assets or liabilities be transferred to another Plan, unless immediately after a merger, consolidation, or transfer of assets or liabilities, each Participant would receive a benefit under the Plan that is at least equal to the benefit he or she would have received immediately prior to a merger, consolidation, or transfer of assets or liabilities (assuming in each instance that the Plan had then terminated).

11.5 Contracts

The terms of the contracts between the Fund Sponsor(s) and the Institution and/or Participants and any certificates issued to a Participant are a part of the Plan as if fully set forth in the Plan document and the provisions of each are incorporated by reference into the Plan. In cases where there is any inconsistency or ambiguity between the terms of the Plan and those of the contracts and certificates the terms of the contracts/certificates control.

11.6 Requests for Information and Other Claims Procedures

Requests for information concerning the annuity contracts, mutual fund shares, or other similar investment products, and their terms, conditions, and interpretations thereof, claims thereunder, any requests for review of such claims and service of legal process may be directed in writing to the Fund Sponsor.

If a written request is denied, the Fund Sponsor shall within a reasonable period of time provide a written denial to the Participant. It will include the specific reasons for denial, the provisions of the contracts on which the denial is based, and how to apply for a review of the denied claim. Where appropriate, it will also include a description of any material which is needed to complete or perfect a claim and why such material is necessary. A Participant may request in writing a review of a claim denied by the Fund Sponsor and may review pertinent documents and submit issues and comments in writing. The Fund Sponsor shall provide in writing to the Participant a decision upon such request for review of a denied claim within 60 days of receipt of the request.

If special circumstances require a delay on the initial decision on a claim or a review of a denied claim, the Fund Sponsor will notify the Participant within 30 days of the date the claim was

initially submitted or within 60 days of the date a review was requested. The notice will explain the reasons for the delay and when a decision can be expected.

ARTICLE XII
TRUST

12.1 Trust

A Trust is hereby established under State Law.

12.2 Trust Status

All assets held in connection with the Plan, including all amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts, and all income attributable to such amounts, property or rights shall be held and invested in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to purposes other than for the exclusive benefit of the Participants and their Beneficiaries and for defraying reasonable expenses of the Plan.

12.3 Trust Fund

Effective February 1, 2009, all amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts, and all income attributable to such amounts, property or rights held as part of the Plan, shall be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Employers to the Trust Fund pursuant to Section 4.1. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to Article VII.

12.4 Trustee

The Board is the trustee for assets of the Trust Fund.

ARTICLE XIII

ADOPTION OF THE PLAN

13.1 As evidence of its adoption of the Plan, the Board has caused this instrument to be signed by its authorized officer this 16th day of December, 2008, effective as of February 1, 2009, except as otherwise provided herein.

ATTEST: PERS

M Denise Owens-Mounger By: [signature] (SEAL)
(Title)

Effective July 1, 2009 the Board has amended Section 4.1 of the Plan as reflected herein.

ATTEST PERS

M Denise Owens-Mounger By: [signature] (SEAL)
Executive Director

July 7, 2009 July 7, 2009
Date Date