

**FAITH SCHOOL DISTRICT 46-2
NEGOTIATED AGREEMENT
2024-2025**

TABLE OF CONTENTS

	PREAMBLE	2
I.	RECOGNITION	2
II.	NEGOTIATION PROCEDURE	2
III.	EVALUATION.....	2-5
IV.	EMPLOYMENT SECURITY	6
V.	ASSOCIATION RIGHTS	7
VI.	WORKDAY.....	7
VII.	EMPLOYEE COMPENSATION	7-9
VIII.	FRINGE BENEFITS	9
IX.	LEAVES	9-11
X.	STAFF REDUCTION POLICY	11
XI.	EMPLOYMENT OF TEACHERS	12
XII.	RECALL POLICY.....	12
XIII.	CONTRACT RELEASE POLICY	12
XIV.	EARLY RETIREMENT/REEMPLOYMENT	13
XV.	GRIEVANCE PROCEDURE.....	13-15
XVI.	EFFECT OF AGREEMENT	16-17
APPENDIX A	TEACHER CONTRACT.....	18
APPENDIX B	NOTICE OF ELECTION.....	19
APPENDIX C	EXTRA CURRICULAR CONTRACT.....	20
APPENDIX D	SALARY SCHEDULE.....	21
APPENDIX E	EXTRA CURRICULAR SALARY SCHEDULE.....	22
APPENDIX F	SECTION 125 CAFETERIA PLAN	23-25

To accomplish the desired outcomes, the Faith School District will use a basic two-stage approach to evaluation and a plan of assistance. These are:

Stage I – Beginning or Probationary Teachers

Stage II – Continuing Contract Teachers

Plan of Improvement—as needed

The evaluation process for all stages should focus on the criteria detailed below. The evaluation policy will be presented to the teachers at the fall in-service by the administration. Recommendation for Continued Employment shall be based on the staff evaluation procedure identified herein this document. The code of Professional Ethics (SDCL 24:08:03) is incorporated herein as criteria subject to evaluation and comment.

TEACHING CRITERIA

The evaluation of teacher performance shall be based on the following components of professional practice. The principals of the Faith School District shall be responsible for the evaluation of teachers in their respective schools. Should any teacher feel that they have been unfairly evaluated, they may request an evaluation by the superintendent/CEO or other supervisory personnel approved by the Board.

- I. Planning and Preparation**
- II. Instruction**
- III. Classroom Environment**
- IV. Professional Responsibilities**

TEACHER DEFINED

1. Probationary Teacher:

A beginning teacher is defined as an individual new to the profession or district. Probationary teachers will be on “probationary status” the first three consecutive years in Faith School District 46-2.

2. Continuing Contract Teacher:

A non-probationary teacher with three or more successful years, beginning with the fourth consecutive contract, at the Faith School District 46-2 is considered a “Continuing Contract Teacher.”

EVALUATION PROCEDURE AND FREQUENCY

The following will apply for each teacher that is employed under contract.

A) Professional staff employed in the district from one to three years consecutively will be evaluated each year using a Formal Evaluation.

1) Formal Evaluation: Each teacher will have a minimum of one formal evaluation the first semester and one the second semester. Each formal evaluation shall include a minimum of one classroom lesson observation. (Form A)

B) Professional staff employed in the district for four or more years consecutively will be evaluated each year using one of two evaluation methods.

1) Formal Evaluation: The teacher will have a minimum of one formal evaluation. Each formal evaluation shall include a minimum of one classroom lesson observation.

2) Professional Growth Plan: If the teacher goes on a Professional Growth Plan, then he/she will go on a Formal Evaluation Plan the following year.

The teacher will choose one of the professional growth plan options with administrator approval. Under this plan, the teacher will develop and submit his/her goals by October 15 (Form B).

Three conferences will be held during the school year with the administrator. The second conference will be held by April 1, with the final meeting upon completion.

- i. Instructional Improvement Plan
- ii. Curriculum
- iii. Professional Development Presentations
- iv. Peer Observation

RECOMMENDATION FOR CONTINUED EMPLOYMENT

- a.** Teachers in their first three years of employment with the district will be provided annual recommendations for continued employment by their supervising administrator. Those recommendations may take one of three forms:
 - 1. Recommended for Continued Employment
 - 2. Recommended for Continued Employment with Conditions
 - 3. Not Recommended for Continued Employment
- b.** Teachers under continuing contract status will be assumed to be recommended for continuing employment unless notified to the contrary by April 15th of the current school year. If notified, recommendations take one of two forms:
 - 1. Recommended for Continued Employment with Conditions
 - 2. Not Recommended for Continued Employment
- c.** Teachers "Recommended for Continued Employment with Conditions" shall be placed on a Plan of Improvement.
- d.** Teachers who are "Not Recommended for Continued Employment" will be accorded rights under SDCL 13-43.

PERSONNEL AND WORKING FILES

- a.** Notes and paperwork regarding all informal observations shall be maintained separately from the district personnel files and shall be treated in a confidential manner. Items moved from working files will require notification and the signature of the staff member at the time of placement in the personnel file.
- b.** The results of all evaluations shall be placed in the teacher's personnel file. Said files shall be maintained at the district central office.
- c.** The contents of a teacher's personnel file shall be available for review and inspection by the teacher, a teacher's designated representative, the teacher's supervisor, or by the administration at any time.
- d.** No teacher shall be permitted to physically remove their personnel file from the central office or to review it without being in the direct presence of the administrator, or his designee.
- e.** Materials may be removed from a teacher's personnel file only upon the written approval of the superintendent of schools/CEO.

Information in the evaluation section shall be released to potential employers only upon the written consent of the teacher.

OBSERVATION PROCEDURE

Formal observations should be preceded by a pre-conference. The purpose of the pre-observation conference will be to discuss the lesson to be observed. The pre-observation conference may be waived by the teacher being observed. In either case the Pre-Observation Form (Form E) will be completed by the teacher and returned to the supervisor one day prior to the observation. Prior to completing the form, the teacher and supervisor will need to mutually agree upon a scheduled time for the observation. The observation will take place at the scheduled time. The Formal Observation Form (Form A) will be utilized by the teacher and supervisor during the conference. The form will be used to facilitate dialogue during the post-conference. The post-conference will take place within five (5) working days of the formal observation. The completed Evaluation Form will be placed in the teachers' working file. **Additional formal observations may be conducted at the discretion of the administrator.**

INFORMAL OBSERVATION PROCEDURE

Informal observations may be conducted at any time and may be reduced to writing at the discretion of the administrator. These observations may result in a written summary of the observation and/or a conference between the teacher and administrator on the result of the observation.

V. ASSOCIATION RIGHTS

- A. The Association shall have the right to use school facilities for meetings beyond the established school day. Such use shall not interfere with the school program.
- B. The Association shall have the right to use the inter-school mail, employee mailboxes, and bulletin boards so long as such usage does not increase the workload of any district employee. Reasonable use of school equipment, e.g. computers and copy machines, will be allowed.

VI. WORKDAY/WORKWEEK

- A. The workday for teachers will be 7:50am to 3:50pm inclusive of any noon supervision.
- B. The workweek will be four days, with the exception of those Fridays set aside for professional development and/or teacher's meetings.

VII. EMPLOYEE COMPENSATION

A. PAYROLL

- 1. Employees will be allowed the option of receiving their paychecks in equal installments over nine (9), ten (10), or twelve (12) month periods. Notification shall be given to the business office no later than September 15 of the current contract year of the option chosen. Salary checks will be issued on the 25th of each month unless the 25th falls on a weekend or during a vacation period. In such case the checks will be issued on the last working day prior to the weekend or vacation.

B. SALARIES

- 1. Salaries of teachers of the school district shall be determined by schedule. The current salary schedule is Appendix D and the current extra duty schedule is Appendix E. A new experienced teacher entering the system shall be given credit for up to 10 years' actual experience in another system. The School Board reserves the right to negotiate salary with any personnel, above the salary schedule, in the case of hardship due to the lack of qualified applicants, as outlined in B.1.a. and B.1.b.
 - a. In a hardship case a new experienced teacher may receive credit for an additional 5 years, regardless of actual experience, for a period of 2 years, during which time his/her salary is frozen. The third year he/she returns to the normal salary schedule equal to his/her actual years of experience.
 - b. A first-year teacher in a hardship case may be given a \$3,000.00 signing bonus, receiving \$1,000.00 each year for the first three years of employment, to be paid upon contract renewal. Any balance will be forfeited upon resignation or termination for cause. If such a teacher is non-renewed or non-renewed due to Reduction in Force, he/she will receive the balance of the \$3,000.00 over the remainder of the three-year period.
 - c. Two years of full time military service will be recognized as equal to one year teaching experience.
 - d. Non-degree teachers who receive their degree will be placed on the salary schedule in relationship to their experience.
 - e. For each day unused paid leave above the cumulative of 30 days each teacher will be compensated at the rate of \$30.00 per day.
 - f. Upon termination of employment with the district, a teacher will be paid \$25.00 for each day of accumulated leave. A teacher will forfeit the pay if he/she willfully does not complete a signed contract.

C. EDUCATIONAL CREDITS

1. The Board will allow credit for movement on the salary schedule with graduate credits that reflect the area of your course of study. (i.e. Science – study in science related courses, physics, chemistry, space science). TTL credits will count toward movement on the salary schedule. Instructors who expand their curriculum, another Bachelors of Science, Bachelors of Arts, Specialists or Doctorate degree will be credited for movement on the salary schedule. Expanding and enhancing your curriculum, what you will be able to teach, increases your value and your value to the District. The superintendent, on behalf of the Board, will make decisions as to the movement on the salary schedule. A prior written approval form signed by the superintendent must be obtained for credit and movement on the salary schedule.
2. CEUs (Continuing Education Units) are comprised of each unit consisting of 15 contact hours (i) in the instructor's assigned teaching area(s), or (ii) related to teaching and learning at the instructor's assigned grade level(s), or (iii) related to school district programs, services, or initiatives. The qualification to move to the MA lane requires a Master's degree diploma from an accredited institution.

D. TEACHER CONTRACT

The individual teacher contract appears as Appendix A of this agreement. The extra-curricular contract appears as Appendix B of this agreement.

E. FUNDING FORMULA REGULATION

Due to the new state funding formula and the accountability set forth by the state in order to assure school districts are paying the required money to teachers, the Faith School District #46-2 may pay teachers additional salary to adhere to the accountability set forth in the new funding formula to stay in compliance with the funding formula. This money will be paid to the teachers without having to reopen negotiations. This may be done in order to stay in compliance with the accountabilities set forth by the state, in the funding formula. The Faith Education Association will be kept apprised of any and all potential changes.

VIII. FRINGE BENEFITS

A. The Faith School District shall provide for each employee, the following:

1. Single Health, Major Medical coverage. Maximum contribution will be \$450.00 per teacher.
2. Dental at employee cost.
3. Cafeteria Plan Arrangement (Appendix F), subject to Plan holder termination of the Cafeteria Plan, as set forth in the Cafeteria Plan Arrangement.
4. If certified employees choose not to take advantage of the Single Health, Major Medical coverage they will have the option of being provided full family dental coverage.

IX. LEAVES

A. PAID LEAVE

Paid leave of up to fourteen (14) days per year accumulative to 30 may be used for personal illness, disability or at the discretion of the employee. Excess paid leave over 30 days, or when a person retires or resigns, shall be paid at the rate of \$50.00 per day. Any attendance at a convention or meeting, which is required by a supervisor, is not to be deducted from paid leave. Anyone supervising students from The Faith School District, on a school activity will not have to

D. COURT AND JURY DUTY

Any school personnel called for jury duty during school hours, or who is subpoenaed to testify in a hearing during school hours on a matter in which he/she is not a named party, will be granted leave with pay for the days or parts of days such absence is required.

Any per diem received for jury duty or designated subpoena absence, except that granted for mileage, room and other expenses which are not part of the daily juror wage, shall be assigned to the Faith School District 46-2. Should said per diem not be assigned to the school, the amount will be deducted from the employees' regular salary.

Any school personnel selected will notify the superintendent/chief executive officer as soon as practical to make the necessary arrangements for a substitute, if needed, when jury duty leave must be taken.

Note: Leave will be granted with full pay and without loss of credits.

E. UNPAID LEAVE OF ABSENCE

1. A regularly employed teacher with 7 or more years of satisfactory continuous service with the Faith School District may be granted a leave of absence not to exceed one academic year. This leave of absence shall be subject to school Board approval. The returning teacher shall be given the opportunity to have his/her job back when returning to the school the following year. The teacher shall retain all accumulated sick leave and placement on the salary schedule. The teacher will also be given the choice to keep on with the school's insurance plan during the leave of absence year, with the employee paying the premiums. The same teacher may not request another leave of absence for another 7 years.
2. Application for a leave of absence shall be made in writing prior to April 1, preceding the year for which such leave is granted except in an emergency situation in which case the deadline could be waived at the discretion of the board. Notification of the Board's decision on the leave will be within (30) thirty calendar days after the date of application.
3. The number of leaves of absence during any one school year will be decided in best interest of the district.

X. STAFF REDUCTION POLICY

According to SDCL 13-43-6.4 and notwithstanding SDCL 13-43-6.1, SDCL 13-43-6.2, SDCL 13-43-6.3, inclusive, if a teacher's contract is not renewed due to a reduction in staff, only written notice is required, which shall be provided by the school board to the teacher by April fifteenth.

Staff reduction occurs when the Board eliminates all or part of an existing position held by anyone whom continuing contract rights apply. In the event the Board determines that the staff reduction is necessary, the following guidelines will be considered:

1. An effort will be made to effect the reduction through normal attrition. The Education Association and affected teacher(s) will be notified and group recommendations considered if received within 14 days of issuance of the notice.
1. Positions held by persons with less than full certification for their current teaching assignments will be open to a properly certified and experienced continuing contract teacher who has been notified that his or her position has been eliminated and has been requested to be considered.
2. If a position of a continuing contract teacher is eliminated due to staff reduction, the Board will determine which continuing contract teacher or teachers are to be released, considering the following criteria, as applicable. The criteria are not in rank order of importance:

XIV. EARLY RETIREMENT/ REEMPLOYMENT

Any employee or support staff member of the Faith School District meeting the qualifications of the South Dakota Retirement System, SDCL Chapter 3-12, for early retirement shall be entitled to retire and resign their positions. Any such retirement and/or resignation (termination of employment) must be in conformance with this Negotiated Agreement.

Any retired employee or staff member whose employment relationship with the Faith School District has been terminated may only be rehired in conformance with the provisions of the South Dakota Retirement System, SDCL Chapter 3-12, and the provisions of this Negotiated Agreement.

XV. STAFF GRIEVANCE PROCEDURE

Definitions:

- A. A "grievance" is a complaint by a person or group of persons employed by the Faith School District #46-2, made either individually or by a duly authorized and recognized employee association through its representative, that there has been a violation, misinterpretation or inequitable application of any existing agreement, contract, policy, rule, or regulation of the School Board. Negotiations for, or a disagreement over, a non-existing agreement, contract, policy, rule, or regulation is not a "grievance."
- B. An "aggrieved person" is the person or group of persons filing the grievance.
- C. "Board" means the School Board of the district.
- D. "Days" shall mean calendar working days.

Purpose:

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise between employees and the district and to facilitate this purpose these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the employee association, provided the adjustment is not inconsistent with the terms of any settlement with the employee association then in effect.

Procedure:

- A. It is important the grievances be processed as rapidly as possible. The number of days indicated at each level shall be the maximum and every effort should be made to expedite the process.
- B. If appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified herein may be extended by mutual agreement, provided the time extension is requested within the time limits provided in the Article.

LEVEL FOUR

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three or if no written decision has been rendered within the time period set forth in the preceding paragraph, he may, within 30 days after receipt of the written decision is due, whichever is earlier, appeal to the Department of Labor, pursuant to statute. The inclusion of this paragraph in this grievance procedure shall not constitute a waiver by either party of its rights to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

Miscellaneous:

- A. If, in the course of investigation of any grievance by representatives of the complainant, such investigation requires their presence in a school building; they shall report immediately to the principal of such building being visited and state the purpose of the visit.
- B. Interruption of regularly assigned classes or activities shall be avoided and students shall not be included in any phase of the grievance procedure except with the mutual consent of both parties.
- C. Any party or parties in interest shall appear and may be represented at formal Levels One, Two and Three of the grievance procedure. Nothing in this agreement shall deny or restrict the grievant the right to have grievance adjusted with or without the involvement of the Association at all levels, provided that the adjustment of the grievance is not inconsistent with this agreement and except when the aggrieved person specifically requests the exclusion of all but the parties in interest and their respective representatives.
- D. If, in the judgment of the employee organization a grievance affects a group or class of employees, the organization may submit such grievance in writing to the chief executive officer (CEO)/superintendent directly and the processing of such a grievance shall be commenced at Level Two. The employee organization shall designate not more than two spokespersons for the organization in processing such a grievance through the remaining levels of the grievance procedure. Provided, however, that the employee organization shall not be permitted to file or process a grievance with respect to an incident or occurrence on which an employee or group has already initiated a grievance.
- E. Meetings and hearings under this procedure shall not be conducted in public and shall include such parties and only such parties in interest and their designated or selected representatives heretofore referred to in this grievance procedure. The vote on the Board's decision on Level Three grievances shall be made in open session but the name of the aggrieved party shall not be disclosed.
- F. When it is necessary for a party or parties in interest to attend a board meeting or a hearing called during the working day, the chief executive officer (CEO)/superintendent's office shall so notify the party or parties in interest, principals or immediate supervisor, and the party or parties in interest shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
- G. At all hearings conducted under this procedure, the aggrieved person and the administrative representative may call witnesses and present evidence that is relevant to the matter being considered. The Board may request that other witnesses be called for questioning by the parties.

E. COPIES OF THE AGREEMENT

It is the responsibility of the Board to prepare and distribute copies of this Agreement to all teachers in the system.

Thirty calendar days after both parties have ratified the Master Contract Agreement; FEA will receive a hard copy. Both FEA and the Board will have fifteen (15) calendar days to offer any possible corrections before the Final Copy will be posted on the server and made available to the teachers. The FEA President and Chief Negotiator will each receive a hard copy.

This Agreement is signed this 15 day of April, 2024

In witness thereof:

For the Faith Education Association


Dianne Baham
PRESIDENT


Dianne Baham
CHIEF NEGOTIATOR

For the School Board, Faith School
District # 46-2


John Schauer
CHIEF NEGOTIATOR


Amie Schauer
BUSINESS MANAGER

APPENDIX B – NOTICE OF ELECTION

NOTICE OF ELECTION FOR ANNUALIZED SALARY

I wish to be paid over nine (9) months for work performed during the 20____-20____ school year _____(initial) or

I wish to be paid over ten (10) months for work performed during the 20____-20____ school year _____(initial) or

I wish to be paid over twelve (12) months for work performed during the 20____-20____ school year _____(initial).

I understand that pursuant to IRS rules that after I have made the above election I cannot change the manner of payment until the next school year.

Teacher

APPENDIX D – SALARY SCHEDULE**FAITH SCHOOL DISTRICT #46-2
SALARY SCHEDULE
2024-2025**

	BA	BA + 10	BA + 20	BA + 30	MA	MA + 10	MA + 20	MA + 30
0	45,000	45,625	46,250	46,875	48,100	49,125	50,150	51,175
1	45,425	46,050	46,675	47,300	48,525	49,550	50,575	51,600
2	45,850	46,475	47,100	47,725	48,950	49,975	51,000	52,025
3	46,275	46,900	47,525	48,150	49,375	50,400	51,425	52,450
4	46,700	47,325	47,950	48,575	49,800	50,825	51,850	52,875
5	47,125	47,750	48,375	49,000	50,225	51,250	52,275	53,300
6	47,550	48,175	48,800	49,425	50,650	51,675	52,700	53,725
7	47,975	48,600	49,225	49,850	51,075	52,100	53,125	54,150
8	48,400	49,025	49,650	50,275	51,500	52,525	53,550	54,575
9	48,825	49,450	50,075	50,700	51,925	52,950	53,975	55,000
10	49,250	49,875	50,500	51,125	52,350	53,375	54,400	55,425
11		50,300	50,925	51,550	52,775	53,800	54,825	55,850
12		50,725	51,350	51,975	53,200	54,225	55,250	56,275
13		51,150	51,775	52,400	53,625	54,650	55,675	56,700
14		51,575	52,200	52,825	54,050	55,075	56,100	57,125
15			52,625	53,250	54,475	55,500	56,525	57,550
16			53,050	53,675	54,900	55,925	56,950	57,975
17				54,100	55,325	56,350	57,375	58,400
18				54,525	55,750	56,775	57,800	58,825
19				54,950	56,175	57,200	58,225	59,250
20				55,375	56,600	57,625	58,650	59,675

*no steps awarded

*one lane awarded

APPENDIX F CAFETERIA PLAN ARRANGEMENT

**(SUPPORTING PLAN DOCUMENT SECTION 125 CAFETERIA PLAN ARRANGEMENT
EMPLOYEE HEALTH AND WELFARE BENEFIT PLAN)**

This Supporting Plan Document sets out the provisions of the Cafeteria Plan Arrangement for the Faith School District #46-2 Employee Health and Welfare Benefit Plan as effective 9/1/89.

The purpose of the Cafeteria Plan Arrangement is to provide the Plan holder and eligible employee a method of choice between compensation or additional premium payments by Plan holder for benefits under the Welfare Plan.

The purpose of this Cafeteria Plan Arrangement is intended to qualify as a Cafeteria Plan under Internal Revenue Code Section 125, as amended, and is to be interpreted in accordance with the requirements of the provision.

Neither the Administrator nor the Plan holder make any guarantee that amounts paid for the benefit of any Participating Employee are excluded from the Participating Employee's income for federal or state income tax purposes, or from wages for FICA purposes.

Upon adoption of this supporting Plan Document for the Cafeteria Plan Arrangement, Plan holder will promptly notify all employees of its existence and eligibility requirements, and of the terms of the Cafeteria Plan Arrangement.

The Plan holder specifically reserves the right and authority to amend the provisions of this Supporting Document for the Cafeteria Plan Arrangement to the extent and in the manner that the Plan holder deems advisable, by written amendment signed by Faith School District # 46-2. In addition, the Plan holder specifically reserves the right and authority to terminate this Cafeteria Plan Arrangement. Participating Employees must be given 30 days' advance notice in the event of such termination.

I. DEFINITION OF TERMS

- A. WELFARE PLAN:** The Faith District #46-2 Employee Health and Welfare Benefit Plan.
- B. CAFETERIA PLAN ARRANGEMENT:** The Section 125 Cafeteria Plan Arrangement established by this Supporting Plan Document.
- C. PLANHOLDER:** Faith School District #46-2, the employer establishing this Section125 Cafeteria Plan Arrangement.
- D. PLANHOLDER'S BUSINESS ADDRESS:** Box 619
Faith, S.D.57626
- E. PLAN YEAR:** The date that the Cafeteria plan arrangement begins up to the date of the next following year.
- F. PLAN ANNIVERSARY:** The date that the Cafeteria plan Arrangement begins in any calendar year.
- G. DESCRIPTION OF WELFARE PLAN BENEFITS AND COVERAGE PERIODS:** See attached policy (ies) Welfare Plan Document (s).
- H. INSURED BENEFITS UNDERWRITTEN BY:** SDSDBF
PO BOX 1059
PIERRE, SD 57501
- I. ADMINISTRATOR:** The Plan holder or any other person or committee, which may be appointed by the Plan holder to supervise the administration of the Cafeteria Plan Arrangement.
- J. PARTICIPATING EMPLOYEE ELIGIBILITY:** All permanent employees regularly scheduled to work 20 hours or more per week.

- D. If a Participating Employee terminates as set out in section III. Above, the employee shall forfeit all unused contributions made up to the date of termination

VI. BENEFIT ELECTIONS:

- A. Participating Employee make benefit elections prior to the beginning of each Plan Year. These elections remain in effect until the end of that Plan Year. Employees may change elections prior to the beginning of each subsequent Plan Year.
- B. Employees may change benefit elections during the Plan Year only as a result of a change in the employee's family status. Change in family status includes: birth, adoption, divorce, marriage, death or termination of spouse's employment.
- C. Election under the Cafeteria Plan Arrangement are made on the form(s) provided, by the Administrator for making elections, which shall be distributed within 15 days prior to the beginning of each Plan Year to all current participants and to employees expected to be eligible to participate at the beginning of each Plan Year.
- D. Said elections are to be made in the manner described on the form(s) so provided, which must be completed and returned to the administrator prior to the beginning of each Plan Year.
- E. Elections under the Cafeteria Plan Arrangement for employees who become eligible to participate during any Plan Year shall be made in the manner described on the form(s) provided for making said elections by the Administrator, and shall be made prior to the start of the first payroll period for which salary reduction elections are effective.
- F. Elections made under this Cafeteria Plan Arrangement will terminate upon the date on which an employee ceases to be a Participating Employee or eligible to participate, event through coverage or benefits under the Welfare Plan may continue to the extent provided in the Welfare Benefit Plan and/or by law.

Participating Employees are required to provide the Plan holder and/or the Administrator any information, and to sign such document, as may reasonably be required for the proper administration of the Cafeteria Plan Arrangement.

This Cafeteria Plan Arrangement will be constructed, administered and enforced according to the laws of South Dakota.

IN WITNESS THEREOF, The Plan holder has caused this Cafeteria Plan Arrangement to be executed in its name and behalf on this 1st day of Sept. 1989, by its duly authorized officer.

Name: _____

Signature: _____

Title: _____