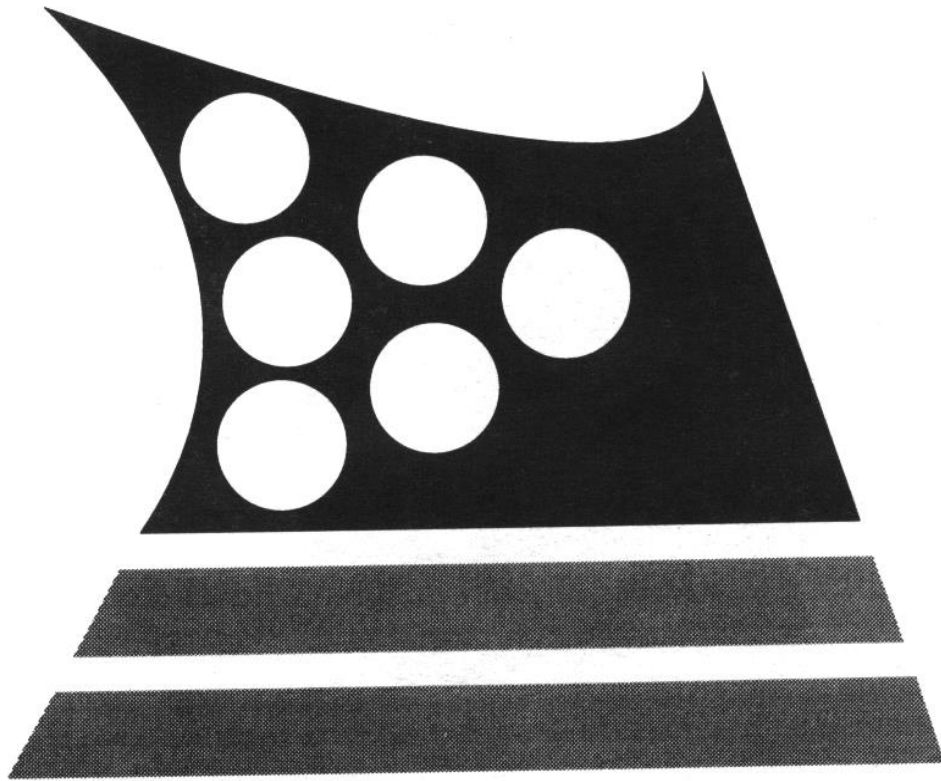


Blackfeet Community College Employee Policies and Procedures



Remember Our Past....Build Our Future

**Approved by the
Blackfeet Community College Board of Trustees
February 20, 1991**

Revised: April 1999, April 2002, April 2009, November 2009,
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Blackfeet Community College

Logo Interpretation



The black represents the night sky and the white stripes represent the Wolf Trail (Milky Way). The white circles represent the Six Boys (Bunched Stars or Pleiades).

There were six boys of this Piegan camp and they had a very poor family. Their family did not hunt very well. The buffalo calves had red coats in the springtime and were very prized as robes for the young. The six boys asked every spring for a red robe and they never got one. They had to wear brown robes of the old cows. They decided to go to the sky and talked to the Sun and Moon. They requested that the Sun and Moon take the water away from the people because they had been too mean and bad to the boys. After a while, they were granted their wish and the Sun and Moon got so hot that all the water evaporated and the people had no water. The people took two dogs to the riverbeds and they dug on the banks until water came out and this is how the springs came to be. The dogs had a medicine dog among them and he prayed to the Sun and Moon to help them and give them some water. On the seventh day, the dogs all prayed to the Moon. This is why the dogs sometimes howl at the Moon. On the eighth day, the Moon and Sun decided to give them some water, it started to rain, and they had all the water that they needed. The six boys stayed in the stars and can be seen today as the Bunched Stars or the Pleiades. As long as you can see them in the sky, it is a promise that they will never take our water away again.

I. INTRODUCTION

This manual has been prepared to guide and assist Blackfeet Community College (hereinafter the College) employees. It is intended to inform the employees of the college about various policies and procedures of the College.

This Employee Policies and Procedures manual shall supersede all previous policies and procedures. The manual remains subject to future revision as the need arises, with final approval by the Blackfeet Community College Board of Trustees (hereinafter the Board).

II. CORE VALUES, VISION STATEMENT, MISSION STATEMENT

A. Core Values

In recognition of the fact that we all have values that are shaped and developed through our interactions with others, and that these values shape our thoughts and actions, the students, staff, administration and the board of Blackfeet Community College adopt the following core values:

1. Tsi-ksi-ka-ta-pi-wa-tsin – Blackfeet Way of Knowing: Blackfeet culture/spirituality in philosophy, thought, and action.
2. Nin-na-wa-tsin – Being a Leader: Professionalism, integrity, and responsibility in human interaction.
3. Ini-yimm – Respect: Respect for one’s self, all other people, all ideas and each thing in the natural world.
4. Ni-ta-pi-pa-ta-pi-tsin – Living in a Good Way: Honest in all thoughts and actions.
5. Ii-yi-kah-kii-ma-tsin – Trying Hard: Commitment, dedication, sincerity in the pursuit of all our goals.
6. Aoh-kan-otah-tomo – Accepting Everyone: Embracing the unique talents and contributions of each individual.
7. Ii-ta-mii-pa-ta-pi-yoip – Happy Living: Humor, laughter and enjoyment of life.

We are committed to ensuring that all of these values are incorporated into all that we do, fulfilling the vision and mission of Blackfeet Community College.

B. Vision Statement

It is the vision of Blackfeet Community College to strengthen and enrich our Blackfeet Nation and universal community through quality education integrating the Nii-tsi-ta-pi World of Knowledge.

C. Mission Statement

The purpose of Blackfeet Community College is to provide the Blackfeet Nation and our “Universal Community” access to quality educational programs that prepare students for achievement in higher education, meaningful employment, basic skills instruction, and community education, while integrating the Blackfeet culture and language.

D. Mission Statement Goals

1. Access– providing access to all members of the community’s service district who desire education and training enabling them to pursue life-long educational opportunities.
2. Achievement in higher education– providing opportunity for students to earn academic degrees and supporting their transfer to upper division higher education institutions.
3. Meaningful employment– providing opportunity for students to earn degrees and certificates that would qualify them to gain meaningful employment.
4. Basic skills– providing students with programs and courses that will increase their likelihood of academic success.
5. Continuing education– providing the community with courses and programs that enrich community life and support life-long education.
6. Integrating Blackfeet culture and language– providing programs and courses that sustain the past and promote the vitality of the Blackfeet Nation’s future.

III. HISTORY AND STRUCTURE OF BLACKFEET COMMUNITY COLLEGE

In October of 1974, The Blackfeet Tribal Business Council chartered the Blackfeet Community College by Executive Action to "... provide post-secondary and higher educational services..." to the residents of Blackfeet Indian Reservation and surrounding communities. The impetus for this action grew from early tribal efforts to provide an educational opportunity to its residents in a physically, climatically and culturally isolated area.

The Blackfeet Tribe, in its relationship with the federal government as a sovereign Indian nation, is recognized as a nation within a nation through treaties, laws and executive orders. In the late 1960s, federal programs and laws resulted from tribal efforts to promote the health, education and welfare of their people. The Indian Education Act of 1972 and Office of Economic Opportunity programs of the 1964 Act provided new resources for tribes to provide adult education. The Blackfeet Tribe took advantage of these programs in its quest to develop itself economically and promote self-sufficiency with the idea that the development of human resources is integral to the improvement of the Blackfeet Tribe.

In 1972, the Blackfeet Tribal Business Council established a 10-year comprehensive plan for the Blackfeet Indian Reservation. The needs and goals were identified through needs assessments and studies done in conjunction with the implementation of federal programs. The plan identified the need for a community college or vocational/technical school, new facilities and educational programs.

In 1976, the Blackfeet Board of Tribal Educators, under the auspices of the Blackfeet Tribal Business Council, entered into an agreement with Flathead Valley Community College of Kalispell, Montana, to offer extension courses on the reservation. After the formalization of the Blackfeet Community College Charter and By-Laws in 1976, the Extension Center courses at Browning continued to grow. The College grew rapidly in student population, motivating the College to seek the establishment of an independent institution. Planning and implementation of educational programs and services in this period provided the stimulus for the Blackfeet Board of Regents, college personnel and community members to move from programming to institutionalization.

In early 1979, the Blackfeet Board of Regents went on record to become an independent institution. The college sought candidacy status for accreditation from the Northwest Association of Schools and Colleges. Candidacy status was granted by the NWASC Commission on Colleges in December of 1979. In the fall of 1980, BCC ended a beneficial relationship with Flathead Valley Community College and began serving students as a separate institution. This new status enabled BCC to more closely tailor its offerings to the needs and interests of local students. On December 11, 1985, Blackfeet Community College became accredited. The college's accreditation was reaffirmed most recently in 2000 after an extensive self-study review process.

In 1994, BCC was given land-grant status.

Blackfeet Community College is chartered by the Blackfeet Tribal Business Council, which is the duly authorized and elected governing body of the Blackfeet Indian Reservation. The BCC Charter acknowledges the status of the Blackfeet Community College as a public, non-profit corporation for the purpose of providing post-secondary and higher educational services to the Blackfeet Indian Reservation. The charter provides the Blackfeet Community College board with their powers and responsibilities as the college governing board. The board consists of five community members

appointed by the Blackfeet Tribal Business Council, and the President of the Associated Students of Blackfeet Community College (ASBCC).

Blackfeet Community College is a tax-exempt corporation under the Internal Revenue Service with 501 C (3) status.

IV. OBJECTIVES

Blackfeet Community College has developed objectives and purposes based on the goals of the Blackfeet Tribe as set forth in the Blackfeet Community College Tribal Charter.

The Blackfeet Tribe, according to the comprehensive educational plan, has identified the following goals:

- promote educational opportunities;
- increase the educational level;
- advance the knowledge and pride in Blackfeet heritage;
- improve tribal management;
- provide community facilities for advancement in education and other tribal institutions;
and
- provide cultural and recreational opportunities for the residents.

The Blackfeet Community College charter indicated the purpose of the college in this manner:

“Pursuant to the authority granted by Article VI, Section (h) of the constitution of the Blackfeet Tribe, The Blackfeet Tribal Business Council hereby charters a public non-profit corporation exclusively to provide post-secondary and higher educational programs by bringing to the reservation programs from other institutions and/or by establishing and operating institutions on the Blackfeet Indian Reservation granting post-secondary degrees and certificates.”

Blackfeet Community College is operated exclusively for non-profit purposes to provide post-secondary and higher educational services to the community, and to provide cultural, social and recreational services that are sensitive to the varying community needs.

The college currently provides the following services to the community and its students:

- General education courses for students in support of the one and two year campus programs;
- College preparatory services in educational development training and/or occupational programs;
- Educational services to increase employee efficiency and effectiveness on the job and to strengthen tribal management;
- Educational services to enhance knowledge and pride in the areas of Blackfeet heritage, language, culture and history;
- Educational services in occupational training for entry into specific vocations;
- Educational services that meet social and special needs of the community;
- Student support services in financial aid, academic, personal, and career counseling;
- Community supportive services in areas of research and in strengthening leadership capabilities of tribal members.

V. POLICY OF NON-DISCRIMINATION

The College is committed to a program of equal opportunity for education, employment and participation in college activities without regard to race, color, sex, age, religion, creed, national origin or physical disability. Blackfeet College shall comply with Title IX of the Educational Amendments of 1972 specifically prohibits discrimination in education programs and activities on the basis of sex.

We conform to all the laws, statutes, and regulations concerning equal employment opportunities and affirmative action. We strongly encourage women, minorities, individuals with disabilities and veterans to apply to all of our job openings. We are an equal opportunity employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, gender identity, or national origin, age, disability status, Genetic Information and Testing, Family and Medical Leave, protected veteran status, or any other characteristic protected by law. We prohibit Retaliation against individuals who bring forth any complaint, orally or in writing, to the employer or the government, or against any individuals who assist or participate in the investigation of any complaint or otherwise oppose discrimination.

It is the policy of the College to give preference to qualified American Indian applicants, especially enrolled members of the Blackfeet Tribe, in filling employment vacancies, while complying with all applicable federal and tribal employment requirements, specifically the Tribal Employment Rights Office (TERO).

VI. EMPLOYMENT POLICIES AND PROCEDURES

A. Code of Conduct

1. Scope. The Code of Conduct (Code) applies to the following members of Blackfeet Community College community:
 - a) Faculty and staff;
 - b) Any individual employed by the College, using College resources or facilities, or receiving funds administered by the College; and
 - c) Volunteers and other representatives when speaking or acting on behalf of the College.

This code is intended to reflect other Board and College policies and procedures. It does not create any additional or different rights or duties of a substantive or procedural nature.

2. Guiding Principles.

- a) Values. In carrying out the institution's research, teaching, and public service mission, members of the College community, Faculty, Staff and Employees are dedicated to advancing the College's core values. These values embrace commitment to:
 - i. Excellence and innovation;
 - ii. Discovery and search for the truth;
 - iii. Diversity of community and ideas;
 - iv. integrity;
 - v. Academic freedom;
 - vi. Stewardship and accountability for resources and relationships;
 - vii. Sharing knowledge in a learning environment
 - viii. Application of knowledge and discovery to advance the quality of life and economy of the Blackfeet Reservation and the world; and
 - ix. Service as a land grant institution to the Blackfeet Reservation, the nation, and the world.
- b) Commitment of Ethical Conduct. Faculty, staff and employees must be committed to the highest ethical standards of conduct and integrity. The standards of conduct in this Code, supported through policies, procedures, and workplace rules, provide guidance for making decisions and memorialize the institution's commitment to responsible behavior.

3. Standards of Conduct. The College holds itself and faculty, staff and employees to the following standards of conduct:

- a) Act Ethically and with Integrity. Ethical conduct is a fundamental expectation for every community member. In practicing and modeling ethical conduct, community members are expected to:
 - i. Act according to the highest ethical and professional standards of conduct;
 - ii. Be personally accountable for individual actions;
 - iii. Fulfill obligations owed to students, advisees, and colleagues; conscientiously meet College responsibilities; and
 - iv. Communicate ethical standards of conduct through instruction and example.
- b) Be Fair and Respectful to Others. The College is committed to tolerance, diversity, and respect for differences. When dealing with others, faculty, staff and employees are expected to:
 - i. Be respectful, fair, and civil;
 - ii. Speak candidly and truthfully;
 - iii. Avoid all forms of harassment, illegal discrimination, threats or violence;
 - iv. Provide equal access to programs, facilities, and employment; and
 - v. Promote conflict resolution.

- c) **Manage Responsibly.** The College entrusts faculty, staff, and employees who supervise or instruct employees or students with significant responsibility. Faculty, staff, and employees, and advisors are expected to:
 - i. Ensure access to and delivery of proper training and guidance on applicable workplace and educational rules, policies, and procedures, including this Code;
 - ii. Ensure compliance with applicable laws. Policies, and workplace rules;
 - iii. Review performance conscientiously and impartially;
 - iv. Foster intellectual growth and professional development; and
 - v. Promote a healthy, innovative, and productive atmosphere that encourages dialogue and is responsive to concerns.
- d) **Protect and Preserve College Resources.** The College is dedicated to responsible stewardship. Faculty, staff and employees are expected to:
 - i. Use College property, equipment, finances, materials, electronic and other systems, and other resources for legitimate College purposes only;
 - ii. Prevent waste and abuse;
 - iii. Promote efficient operations;
 - iv. Follow sound financial practices, including accurate financial reporting, processes to protect assets, and responsible fiscal management and internal controls; and
 - v. Engage in appropriate accounting and monitoring.
- e) **Promote a Culture of Compliance.** The College is committed to meeting legal requirement and fostering a culture of ethics and compliance.
 - i. Expectations – Faculty, staff and employees are expected to:
 - A. Learn and follow the laws, regulations, contracts, and College policies and procedures applicable to College activities;
 - B. be proactive to prevent and detect any compliance violations;
 - C. report suspected violations to supervisors or other College officials; and
 - D. Ensure that reports of violations within their area of responsibility are properly resolved, including disclosure to sponsors or other state or federal authorities as appropriate.
 - ii. Prohibition – Faculty, staff, and employees are prohibited from retaliating against another faculty, staff, or employee for reporting a suspected compliance violation.
- f) **Preserve Academic Freedom and Meet Academic Responsibilities.** Academic freedom is essential to achieving the College’s mission. Faculty, staff and employees are expected to:
 - i. Promote academic freedom, including the freedom to discuss all relevant matters in the classroom, to explore all avenues of scholarship, research, and creative expression, and to speak or write as a public citizen without institutional restraint or discipline; and
 - ii. Meet academic responsibilities, which means to seek and state the truth; to develop and maintain scholarly competence; to foster and defend intellectual honesty and freedom of inquiry and instruction; to respect those with differing views; to submit knowledge and claims to peer review; to work together to foster education of students; and to acknowledge when an individual is not speaking for the institution.
- g) **Ethically Conduct Teaching and Research.** College researchers have an ethical obligation to the College and to the larger global community as they seek knowledge and understanding. Faculty, staff and employees are expected to:
 - i. Propose, conduct, and report research with integrity and honesty;
 - ii. Learn, follow, and demonstrate accountability for meeting the requirements of sponsors, regulatory bodies, and other applicable entities;
 - iii. Faithfully transmit research findings;
 - iv. Protect rights to individual and College intellectual property;

- v. Ensure originality of work, provide credit for the ideas of others upon which their work is built, and be responsible for the accuracy and fairness of information published; and
 - vi. Fairly assign authorship credit on the basis of an appropriate array of significant intellectual contributions, including: conception, design, and performance; analysis and interpretation; and manuscript preparation and critical editing for intellectual content.
- h) Avoid Conflicts of Interest and Commitment. Faculty, staff and employees have an obligation to be objective and impartial in making decisions on behalf of the College. To ensure this objectivity faculty, staff and employees are expected to:
- i. Avoid actual individual or institutional conflicts of interest;
 - ii. Disclose potential conflicts of interest to the BCC President and remove him/herself from any decision making process that may be impacted by the conflict; and
 - iii. Ensure personal relationships do not interfere with objective judgment in decisions affecting College employment or the academic progress of a student.
- i) Carefully Manage Public, Private, and Confidential Information. Faculty, staff, and employees are the creators and custodians of many types of information. The public right to access and the individual's right to privacy are both governed by laws and College policies. To meet these responsibilities, Faculty, staff and employees are expected to:
- i. Learn and follow laws and College policies and agreements regarding access, use, protection, disclosure, retention, and disposal of public, private, and confidential information;
 - ii. Follow document preservation and retention guidelines; and
 - iii. Maintain data security using electronic and physical safeguards.
- j) Promote Health and Safety in the Workplace. Faculty, staff and Employees have a shared responsibility to ensure a safe, secure, and healthy environment for all College students, faculty, staff, volunteers, and visitors. Faculty, staff and employees are expected to:
- i. Follow safe workplace practices, including participating in applicable education sessions, using appropriate personal safety equipment, and reporting accidents, injuries, and unsafe situations;
 - ii. Maintain security, including securing College assets and facilities;
 - iii. Report suspicious activities; and
 - iv. Protect the environment, including carefully handling hazardous waste and other potentially harmful agents, materials, or conditions.
4. Delegation of Authority. The President or delegate shall ensure that the appropriate administrative policies are maintained to support this Code, and shall effectively promulgate this Code and any related administrative policies or procedures through appropriate and periodic explanation, education, and evaluation.

Violations of the Code of Conduct shall be grounds for discipline, suspension and if warranted, termination pursuant to Section X of this Manual.

B. Election/Political Activity

1. Employees will remain politically neutral while at work.
 - a) Employees shall not give the impression that a political party, a political candidate, a political issue, or a partisan activity has the official or unofficial support of BCC.
 - b) Employees shall not use BCC's name in any form of political persuasion or influence.
 - c) Employees shall not use their position at BCC to directly or indirectly influence the voting or political affiliation of coworkers or students.
 - d) An employee shall not engage in political activities during his/her normally scheduled working hours or any other time he/she is performing his/her BCC responsibilities or acting as a BCC representative.

2. Any BCC employee that is elected in a Blackfeet Tribe, State of Montana, or County Government primary election must take leave from BCC for 30 days prior to the General election and may use annual leave first then leave without pay.
3. Any employee elected to and accepting political office with the Blackfeet Tribe or State of Montana, County Government may either resign or request an unpaid leave of absence that will be decided by the President.
4. BCC has a neutral position in all national, state, local, and tribal elections and does not endorse candidates. However, BCC encourages events such as voter registration drives and organized candidate forums, where all candidates have the opportunity to participate.

C. Exempt/Non-Exempt Status of Employees

1. Provisions in the Fair Labor Standards Act divide all employees into two categories, exempt and non-exempt, with respect to eligibility for overtime payments. They shall be defined as:
 - a) Salaried Exempt – Positions of managerial, administrative, instructional, or professional nature, as prescribed by federal labor statutes, which are exempt from mandatory overtime payments. If an employee is exempt, he or she will be notified of such status at the time of hire.
 - b) Non-Exempt – Positions of a clerical, technical, or service nature, as defined by statute, which are covered by provisions for overtime payments.
2. An employee may be paid for overtime for working in excess of 40 hours per week upon approval by the BCC President after a request and justification from the employee's supervisor. Overtime shall be compensated in accordance with federal law. Paid holidays shall not be included in calculating a 40 hour week for the purpose of seeking overtime payments.

D. Employee Classifications

1. Full-Time Employees. Any employee who has satisfactorily completed his/her probationary period and who works the full-time work week of forty (40) hours will be considered a full-time employee. These employees are subject to all the provisions contained in this manual.
2. Part-Time Employees. Any employee who has satisfactorily completed his/her probationary period and who works fewer than 32 hours per week. These employees are subject to all the provisions in this personnel policy manual.
3. Temporary Employee. An employee who has received an appointment for a specified limited period, not to exceed 90 working days on a full time basis, and whose appointment may be terminated at any time without recourse by the President with notice to the Board at the next meeting following the termination action. Temporary employees will only be compensated for the hours of actual work being performed and will not be paid for holidays and/or office closures. They are not eligible for any leave accrual, and are not allowed to travel. They are not allowed to use the grievance procedure. Temporary employees must meet the minimum qualifications for the position and may be subject to a background check. Temporary employees are subject to the same salary scales as all other employees, based on education level and years of experience.
4. Substitutes. Substitutes are on-call as needed. The Human Resource Office shall maintain a list of qualified available substitutes. Substitutes may be terminated at any time without recourse. Substitutes will only be compensated for the hours of actual work and will not be paid for holidays and/or office closures. They are not eligible for leave accrual, and may not travel. They are not allowed to use the grievance procedure. A background check may be required.
5. Work Study Students. Work study student are hired semester by semester by the Financial Aid Office and processed through Human Resources.

6. Student Interns. Student interns are placed at the College or at other organizations through grants or programs of study for a specified term. They may be paid or unpaid interns. Student interns are not eligible for fringe benefits, they are not eligible to use the grievance procedure, and are not allowed to travel unless it is required by the grant. The College is under no obligation to provide a permanent position for Student interns upon completion of training hours.
7. Executive Leadership Team. The Executive Leadership Team comprised of the college President, Provost, and Vice Presidents from the following departments: Academic Affairs, Student Services, Workforce Development, Finance and Mission Effectiveness.

E. Recruitment and Hiring

BCC's success is dependent upon the ability to fill each position with the best-qualified candidates. The BCC Recruitment and Hiring Policy seeks to fill the best qualified candidates and is subject to the following guidelines. The BCC Executive Leadership Team may, where it deems appropriate, close a candidate pool and re-advertise the position vacancy announcement in the manner prescribed by this policy. All BCC recruitment, selection, hiring, and appointment shall comply with the BCC Preference Policy and BCC Employee Nepotism Policy. All employment materials are to be submitted as outlined in the BCC vacancy announcement. No deviation from this policy will be permitted. Incomplete applications will not be accepted at any time for any reason. While a successful candidate may be notified of his or her selection for a position over the telephone, the BCC Human Resources Department shall provide him or her a written letter of hire detailing his or her position, the duties and responsibilities of the position, the starting date, the employment status, and position salary on the employee's first day of work. A signed copy of the written letter of hire shall be immediately placed into the employee's personnel file. BCC All recruiting, selecting, hiring, and appointing of permanent BCC employees shall be conducted in strict accordance with this policy.

1. BCC Executive Leadership Team (hereafter the leadership team).

The leadership team shall be comprised of the BCC President and the BCC Vice-Presidents. If the position to be filled is that of a Vice-President, the leadership team shall consist of the President and the other Vice Presidents. Any leadership team decision which results in a tie shall be resolved by vote of the President.

This leadership team shall be the same team that consults with the President on terminations and grievances.

2. BCC President.

The board alone is responsible for recruiting, selecting, hiring and appointing the President. The process by which the board recruits, selects, hires, and appoints a President is found within the BCC Board of Trustees Policy and Procedures manual. The President reports to the board.

3. BCC Personnel Committee.

The college personnel committee shall be comprised of three (3) members. The personnel committee shall consist of the positions supervisor, another member of that department, and an individual from another department as selected by that positions immediate supervisor. The Human Resources Director will also sit in all interviews. Personnel committees apply to all positions not specified in this policy.

4. BCC Vice-Presidents.

The Vice-President reports to the President. The Vice-President shall be recruited, selected, hired, and appointed in the following fashion:

- a) **Step One.** When the position of BCC Vice-President is vacant, the President shall develop a position description specifying the qualifications, duties, and responsibilities of each Vice-President.
- b) **Step Two.** The President shall submit the Vice-President position description created in Step One of this policy to the board for review and approval.

- c) **Step Three.** The President shall approve or deny the Vice-President position description. Where the board denies the position description, the BCC Board shall return it to the President for further consideration.
- d) **Step Four.** Once the board has approved the Vice-President position description, the leadership team shall meet to begin the process to recruit, select, hire, and appoint an individual to the position of Vice-President. The leadership team shall develop a position vacancy announcement for use during the hiring process. The position vacancy announcement shall contain an opening date and a closing date and must fully detail the process by which an applicant may apply. The position vacancy announcement may contain an undefined closing date allowing the vacancy to be closed when filled.
- e) **Step Five.** The leadership team shall advertise each Vice-President position vacancy announcement for no less than fourteen (14) business days on the BCC website, within at least one publically-circulated Montana newspaper, and physically at the Human Resource Department. The Human Resources Department shall also send a copy of the position vacancy announcement via mail to the Blackfeet Tribal Employment Rights Office (TERO) on the same date it is initially displayed on the BCC website.
- f) **Step Six.** Upon closing the position vacancy announcement, the leadership team will meet to gather, review, and screen Vice President applicants.
- g) **Step Seven.** Where a minimum of three (3) qualified candidates are unable to be found, the leadership team may cancel the position vacancy announcement and return to Step Five of the Vice President selection policy. Where a minimum of three (3) qualified candidates are found, the leadership team may direct the Human Resources Director to conduct a review and verification of each candidate's application and required materials.
- h) **Step Eight.** Where a minimum of three (3) qualified candidates are found, the Human Resources Department shall notify each applicant not selected for an interview in writing by mail within (5) business days to inform them of their non-selection.
- i) **Step Nine.** Upon successful review and verification of each candidate's application and materials, the leadership team shall meet and rank the candidates in order of preference. The Human Resources Director shall contact each qualified candidate and establish an interview schedule.
- j) **Step Ten.** Upon successful completion of interviews, the leadership team shall meet. The leadership team shall rank candidates in order of preference and either approve an offer of employment to the highest-ranked candidate, or shall deny an offer of employment to any/all candidates. If the leadership team denies an offer of employment to all interviewed candidates, the Human Resources Department shall notify each interviewed candidate in writing by mail within (5) business days to inform them of their non-selection.
- k) **Step Eleven.** Where the leadership team has selected a candidate in Step Nine of this policy, the leadership team shall direct the Human Resources Director to contact the successful candidate and extend an offer of employment. Any offer of employment under this policy shall remain open for no more than fourteen (14) business days. If the successful candidate accepts the offer of employment, the Human Resources Director shall be authorized to hire and appoint the individual to the position of Vice-President. If the successful candidate accepts the offer of employment, the Human Resources Department shall notify each non-selected candidate in writing by mail within five (5) business days to inform them of their non-selection. If the first selected candidate does not accept the offer of employment, the leadership team may extend the offer of employment to any other qualified interviewed candidate in the order in which they were ranked in Step Nine of this policy or choose to return to Step Five of this policy and re-advertise the position vacancy announcement. In cases where the leadership team has chosen to return to Step Five of this policy, the BCC

Human Resources Department shall notify each non-selected interviewed candidate in writing by mail within five (5) business days to inform them of their non-selection and the re-advertisement of this position.

2. **BCC Human Resources Director.**

The Human Resources Director reports to the appropriate Vice President and the President. The Human Resources Director shall be recruited, selected, hired, and appointed in the following fashion:

- a) **Step One.** When the position of Human Resources Director is vacant, the appropriate Vice President shall develop a position description specifying the qualifications, duties, and responsibilities of the Human Resources Director.
- b) **Step Two.** Once the Human Resources Director position description has been developed and approved by the President and leadership team, the leadership team shall meet to begin the process to recruit, select, hire, and appoint an individual to the position of Human Resources Director. The leadership team shall develop a position vacancy announcement for use during the hiring process. The position vacancy announcement shall contain an opening date and a closing date and must fully detail the process by which an applicant may apply. The position vacancy announcement may contain an undefined closing date allowing the vacancy to be closed when filled.
- c) **Step Three.** The leadership team shall advertise the Human Resources Director position vacancy announcement for no less than fourteen (14) business days on the BCC website, within at least one publically-circulated Montana newspaper, and physically at the Human Resources Department. The President shall direct Human Resources Department to send a copy of the position vacancy announcement via mail to the Blackfeet Tribal Employment Rights Office (TERO) on the same date it is initially displayed on the BCC website.
- d) **Step Four.** Upon closing the position vacancy announcement, the leadership team will meet to gather, review, and screen applicants.
- e) **Step Five.** Where a minimum of three (3) qualified candidates are unable to be found, the leadership team may cancel the position vacancy announcement and return to Step Three of this Human Resources Director hiring policy. Where a minimum of three (3) qualified candidates are found, the leadership team may conduct a review and verification of each candidate's application and materials.
- f) **Step Six.** Where a minimum of three (3) qualified candidates are found, the leadership team shall direct the Human Resources Department to notify each applicant not selected for an interview in writing by mail within (5) business days to inform them of their non-selection.
- g) **Step Seven.** Upon successful review and verification of each candidate's application and materials, the leadership team shall meet and rank the candidates in order of preference. The President shall contact each qualified candidate and establish an interview schedule.
- h) **Step Eight.** Upon successful completion of interviews, the leadership team shall meet. The leadership team shall rank candidates in order of preference and either approve an offer of employment to the highest-ranked candidate, or shall deny an offer of employment to any/all candidates. Any offer of employment extended under this policy shall remain open for no more than for seven (7) business days. If the leadership team denies an offer of employment to all interviewed candidates, the President shall direct the Human Resources Department to notify each interviewed candidate in writing by mail within (5) business days to inform them of their non-selection.
- i) **Step Nine.** Where the leadership team has selected a candidate in Step Eight of this policy, the President shall contact the successful candidate and extend an offer of employment. If the successful candidate accepts the offer of employment, the President shall be authorized

to hire and appoint the individual to the position of Human Resources Director. If the successful candidate accepts the offer of employment, the President shall direct the Human Resources Department to notify each non-selected candidate in writing by mail within five (5) business days to inform them of their non-selection. If the first selected candidate does not accept the offer of employment, the leadership team may extend the offer of employment to any other qualified interviewed candidate in the order in which they were ranked in Step Eight of this policy or choose to return to Step Three of this policy and re-advertise the position vacancy announcement. In cases where the leadership team has chosen to return to Step Three of this policy, the President shall direct the Human Resources Department to notify each non-selected interviewed candidate in writing by mail within five (5) business days to inform them of their non-selection and the re-advertisement of this position.

2. BCC Senior Administrators.

BCC Senior Administrators report to their respective Vice President. Senior Administrators shall be recruited, selected, hired, and appointed in the following fashion:

- a) **Step One.** When a Senior Administrator position is vacant, the respective Vice President shall develop a position description specifying the qualifications, duties, and responsibilities of the Senior Administrator.
- b) **Step Two.** Once the Senior Administrator position description has been developed and approved by the President and the leadership team. The respective Vice President upon approval of the Senior Administrator position description shall appoint a personnel committee to meet and begin the process to recruit, select, hire, and appoint an individual to the position of Senior Administrator. The Human Resources Director shall develop a position vacancy announcement for use during the hiring process. The position vacancy announcement shall contain an opening date and a closing date and must fully detail the process by which an applicant may apply. The position vacancy announcement may contain an undefined closing date allowing the vacancy to be closed when filled.
- c) **Step Three.** The Human Resources Director shall advertise the Senior Administrator position vacancy announcement for no less than fourteen (14) business days on the BCC website, within at least one publically-circulated Montana newspaper, and physically at the Human Resources Department. The respective Vice President shall direct the Human Resources Director to send a copy of the position vacancy announcement via mail to the Blackfeet Tribal Employment Rights Office (TERO) on the same date it is initially displayed on the BCC website.
- d) **Step Four.** Upon closing the position vacancy announcement, the Personnel Committee appointed by the respective Vice President will meet to gather, review, and screen applicants.
- e) **Step Five.** Where a minimum of three (3) qualified candidates are unable to be found, the Personnel Committee may cancel the position vacancy announcement and return to Step Three of the hiring Senior Administrators policy. Where a minimum of three (3) qualified candidates are found, the Personnel Committee may conduct a review and verification of each candidate's application and materials.
- f) **Step Six.** Where a minimum of three (3) qualified candidates are found, the Personnel Committee shall direct the BCC Human Resources Director to notify each applicant not selected for an interview in writing by mail within (5) business days to inform them of their non-selection.
- g) **Step Seven.** Upon successful review and verification of each candidate's application and materials, the Personnel Committee shall meet and rank the candidates in order of

preference. The Human Resources Director shall contact each qualified candidate and establish an interview schedule.

- h) **Step Eight.** Upon successful completion of interviews, the Personnel Committee shall meet. The Personnel Committee shall rank candidates in order of preference and be presented to the leadership team for approval. The leadership team can either approve an offer of employment to the highest-ranked candidate, or shall deny an offer of employment to any/all candidates. Any offer of employment extended under this policy shall remain open for no more than for seven (7) business days. If the leadership team denies an offer of employment to all interviewed candidates, the leadership team shall direct the Human Resources Director to notify each interviewed candidate in writing by mail within (5) business days to inform them of their non-selection.
 - i) **Step Nine.** Where the Personnel Committee has selected a candidate and is approved by the leadership team, in Step Eight of this policy, the Human Resources Director shall contact the successful candidate and extend an offer of employment. If the successful candidate accepts the offer of employment, the Human Resources Director shall be authorized to hire and appoint the individual to the position of Senior Administrator. If the successful candidate accepts the offer of employment, the respective Vice President shall direct the Human Resources Director to notify each non-selected candidate in writing by mail within five (5) business days to inform them of their non-selection. If the first selected candidate does not accept the offer of employment, the respective Vice President may extend the offer of employment to any other qualified interviewed candidate in the order in which they were ranked, in Step Eight of this policy or choose to return to Step Three of this policy and re-advertise the position vacancy announcement. In cases where the Personnel Committee has chosen to return to Step Three of this policy, the personnel committee shall direct the BCC Human Resources Director to notify each non-selected interviewed candidate in writing by mail within five (5) business days to inform them of their non-selection and the re-advertisement of this position.
3. **BCC Faculty and Staff.**
- BCC Faculty and staff report to their immediate supervisor as assigned and in accordance with the BCC Organizational Chart. BCC Faculty and staff shall be recruited, selected, hired, and appointed in the following fashion:
- a) **Step One.** When a faculty or staff position is newly-created or vacant, the Senior Administrator leading the specific department shall develop a position description specifying the qualifications, duties, and responsibilities of the faculty or staff position.
 - b) **Step Two.** The Senior Administrator leading the specific department shall submit the faculty or staff position description created in Step One of this policy to their respective Vice President. Once approved by their respective Vice President the position description will then be presented to the leadership team for review and approval by that respective Vice President.
 - c) **Step Three.** The leadership team shall approve or deny the faculty or staff position description. Where the leadership team denies the position description, the respective Vice President shall return it to the Senior Administrator leading the specific department for further consideration.
 - d) **Step Four.** Once the leadership team has approved the faculty or staff position description, the Senior Administrator shall appoint the personnel committee to meet and begin the process to recruit, select, hire, and appoint an individual to a faculty or staff position. The BCC Personnel Committee shall develop a position vacancy announcement for use during the hiring process. The position vacancy announcement shall contain an opening date and a

closing date and must fully detail the process by which an applicant may apply. The position vacancy announcement may contain an undefined closing date allowing the vacancy to be closed when filled.

- e) **Step Five.** The Human Resources Department shall advertise the faculty or staff position vacancy announcement for no less than fourteen (14) business days on the BCC website, within at least one publically-circulated Montana newspaper, and physically at the Human Resources Department. The Human Resource Department shall also send a copy of the position vacancy announcement via mail to the Blackfeet Tribal Employment Rights Office (TERO) on the same date it is initially displayed on the BCC website.
- f) **Step Six.** Upon closing the position vacancy announcement, the Personnel Committee will meet to gather, review, and screen applicants.
- g) **Step Seven.** Where a minimum of three (3) qualified candidates are unable to be found, the Personnel Committee may cancel the position vacancy announcement and return to Step Five of this policy. Where a minimum of three (3) qualified candidates are found, the Personnel Committee may direct the BCC Human Resources Director to conduct a review and verification of each candidate's application and materials.
- h) **Step Eight.** Where a minimum of three (3) qualified candidates are found, the Human Resources Department shall notify each applicant not selected for an interview in writing by mail within (5) business days to inform them of their non-selection.
- i) **Step Nine.** Upon successful review and verification of each candidate's application and materials, the Personnel Committee shall meet and rank the candidates in order of preference. The Human Resources Director shall contact each qualified candidate and establish an interview schedule.
- j) **Step Ten.** Upon successful completion of interviews, the Personnel Committee shall meet. The Personnel Committee shall rank candidates in order of preference and be presented to the leadership team for approval. The leadership team can either approve an offer of employment to the highest-ranked candidate, or shall deny an offer of employment to any/all candidates. Any offer of employment extended under this policy shall remain open for no more than for seven (7) business days. If the leadership team denies an offer of employment to all interviewed candidates, the leadership team shall direct the Human Resources Director to notify each interviewed candidate in writing by mail within five (5) business days to inform them of their non-selection.
- k) **Step Eleven.** Where the Personnel Committee has selected a candidate and is approved by the leadership team, in Step Eight of this policy, the Human Resources Director shall contact the successful candidate and extend an offer of employment. If the successful candidate accepts the offer of employment, the Human Resources Director shall be authorized to hire and appoint the individual to the position of faculty or staff. If the successful candidate accepts the offer of employment, the respective Vice President shall direct the Human Resources Director to notify each non-selected candidate in writing by mail within five (5) business days to inform them of their non-selection. If the first selected candidate does not accept the offer of employment, the respective Vice President may extend the offer of employment to any other qualified interviewed candidate in the order in which they were ranked, in Step Eight of this policy or choose to return to Step Three of this policy and re-advertise the position vacancy announcement. In cases where the Personnel Committee has chosen to return to Step Three of this policy, the personnel committee shall direct the Human Resources Director to notify each non-selected interviewed candidate in writing by mail within five (5) business days to inform them of their non-selection and the re-advertisement of this position.

4. **BCC Adjunct Faculty.**

BCC Adjunct Faculty report to their immediate supervisor as assigned and in accordance with the BCC Organizational Chart. BCC Adjunct Faculty shall be recruited, selected, hired, and appointed for terms of either one (1) academic term or one (1) academic year (as needed) in the following fashion:

- a) **Step One.** When an Adjunct Faculty position is newly-created or vacant, the Senior Administrator leading the specific department shall develop a position description specifying the qualifications, duties, and responsibilities of the faculty or staff position.
- b) **Step Two.** The Senior Administrator leading the specific department shall submit the adjunct faculty position description created in Step One of this policy to their respective Vice President.
- c) **Step Three.** The respective Vice President shall approve or deny the adjunct faculty position description. Where the respective Vice President denies the adjunct faculty position description, the respective Vice President shall return it to the Senior Administrator leading the specific department, for further consideration.
- d) **Step Four.** Once the respective Vice President has approved the adjunct faculty position description, the Senior Administrator shall appoint a personnel committee to meet and begin the process to recruit, select, hire, and appoint an individual to the adjunct faculty position. The Personnel Committee shall develop an adjunct faculty position vacancy announcement for use during the hiring process. The adjunct faculty position vacancy announcement shall contain an opening date and a closing date and must fully detail the process by which an applicant may apply. The adjunct faculty position vacancy announcement may contain an undefined closing date allowing the vacancy to be closed when filled.
- e) **Step Five.** The Personnel Committee shall advertise the adjunct faculty position vacancy announcement for no less than fourteen (14) business days on the BCC website, within at least one publically-circulated Montana newspaper, and physically at the Human Resources Department. The Human Resources Department shall also send a copy of the adjunct faculty position vacancy announcement via mail to the Blackfeet Tribal Employment Rights Office (TERO) on the same date it is initially displayed on the BCC website.
- f) **Step Six.** Upon closing the adjunct faculty position vacancy announcement, the Personnel Committee will meet to gather, review, and screen applicants.
- g) **Step Seven.** Where a minimum of three (3) qualified candidates are unable to be found, the Personnel Committee may cancel the adjunct faculty position vacancy announcement and return to Step Five of this policy. Where a minimum of three (3) qualified candidates are found, the Personnel Committee may direct the Human Resources Director to conduct a review and verification of each candidate's application and materials.
- h) **Step Eight.** Where a minimum of three (3) qualified candidates are found, the BCC Human Resource Department shall notify each applicant not selected for an interview in writing by mail within five (5) business days to inform them of their non-selection.
- i) **Step Nine.** Upon successful review and verification of each candidate's application and materials, the Personnel Committee shall meet to rank the candidates in order of preference. The Human Resources Director shall contact each qualified candidate and establish an interview schedule.
- j) **Step Ten.** Upon successful completion of interviews, the Personnel Committee shall meet. The Personnel Committee shall rank candidates in order of preference and be presented to the respective Vice President for approval. The leadership team can either approve an offer of employment to the highest-ranked candidate, or shall deny an offer of employment to any/all candidates. Any offer of employment extended under this policy shall remain open for no more than for seven (7) business days. If the respective Vice President denies an offer

of employment to all interviewed candidates, the respective Vice President shall direct the Human Resources Director to notify each interviewed candidate in writing by mail within five (5) business days to inform them of their non-selection.

- k) **Step Eleven.** Where the Personnel Committee has selected a candidate in Step Ten of this policy, and is approved by the respective Vice President, the respective Vice President shall direct the Human Resources Director to contact the successful candidate and extend an offer of employment. Any offer of employment under this policy shall remain open for no more than seven (7) business days. If the successful candidate accepts the offer of employment, the Human Resource Director shall be authorized to hire and appoint the individual to the adjunct faculty or staff position for a period of one (1) academic term or one (1) academic year. If the successful candidate accepts the offer of employment, the Human Resources Department shall notify each non-selected candidate in writing by mail within five (5) business days to inform them of their non-selection. If the first selected candidate does not accept the offer of employment, the Personnel Committee may extend the offer of employment to any other qualified interviewed candidate in the order in which they were ranked in Step Nine of this policy or choose to return to Step Five of this policy and re-advertise the position vacancy announcement. In cases where the Personnel Committee has chosen to return to Step Five of this policy, the Human Resource Department shall notify each non-selected interviewed candidate in writing by mail within five (5) business days to inform them of their non-selection and the re-advertisement of this position.

5. **BCC Temporary Employees.**

Where college need requires a temporary employee to be selected, the respective Vice President, may upon written consent request upon the leadership team the approval to fill a position by appointing a temporary employee. Such appointment shall only be accompanied by those benefits, rights, and privileges as expressly provided within the Temporary Employee Policy. No Temporary Employee shall be temporarily appointed in any single position for any period lasting more than ninety (90) days.

6. **BCC Employee Preference.** The college seeks to build a dynamic workforce by promoting well-performing qualified current employees. Current employees shall have a hiring preference provided:

- a) The employee has been employed at BCC in a permanent capacity for at least three consecutive years;
- b) Has had only successful performance evaluations for the three years immediately preceding the position vacancy announcement's advertisement;

A current employee must apply and seek consideration for a vacant position as outlined in the position vacancy announcement. The Employee Preference Policy is subject to BCC Preference Policy and the BCC Employee Nepotism Policy.

F. **Orientation**

1. The immediate supervisor will conduct an orientation for the new employee that will include the following:
 - a) Review of position description and expected duties and responsibilities.
 - b) Provide the Employee Policies and Procedures manual and the Faculty manual (if applicable) to the new employee.
 - c) Review of program objectives and budget.
 - d) Tour of BCC facilities.

- e) Obtain an acknowledgement of Receipt of Employee Policies and Procedures manual for submission to the Human Resources Department before receipt of their first paycheck.

G. Probationary Period

1. All new employees shall serve a ninety (90) calendar day probationary period, beginning with the first day of employment, to be utilized for observing and evaluating the employee's work and performance. The Human Resources Department will provide immediate supervisors with a time frame outlining each employees forty-five (45) and eighty (80) day evaluation schedules, as well as the end date of the employee's probationary period.
2. Probationary employees may be severed from BCC employment at any time during probation.
3. Probationary employees are not eligible to file grievances or utilize any type of leave.
4. Upon satisfactory completion of the probationary period, leave accrual shall be retroactive to the first day of employment.
5. The probationary employee's performance shall be evaluated by the immediate supervisor at the end of the first forty-five (45) days and at least ten calendar days (eighty (80) days) prior to the end of the probationary period.
6. Ten calendar days prior to the end of the probationary period, the immediate supervisor will notify the employee in writing of his/her status concerning regular employment.
7. If an employee does not successfully pass the probationary period and is not recommended for continued full-time employment by their supervisor, all documentation will be provided to the Human Resources Director for appropriate review and concurrence or rejection of the determination of unsuccessful completion of the probationary period. The Human Resources Director will inform the respective Vice President and the leadership team of an employee's unsuccessful probationary period and discontinuance of employment.

H. Nepotism

1. No employee of the College may supervise a relative as defined below.
2. The College shall not, as a general rule, employ individuals in positions that would result in one person being placed in a direct supervisory or subordinate relationship to a relative by blood, marriage, or adoption. However, if special circumstances warrant this policy may be waived by board action to adopt a completed form permitting such employment of a relative by blood, marriage, or adoption. In such event, the employee shall be supervised by an alternative superior.
3. "Relative" for the purposes of this policy is defined any person related to the employee by blood, marriage or adoption in the following degrees: spouse, father, mother, child, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, aunt, uncle, first cousin or other legal dependent, regardless of residence, and anyone who resides in the same household.

I. Personnel File

All employee personnel files are confidential and are kept in the Human Resource Office. The file is accessible to the individual employee, the employee's supervisor, the President and the Human Resource Director. The Human Resource Director shall document persons accessing the employee's personnel file and the reasons(s) therefore. Any requests for information found in personnel files must to be submitted two (2) days prior to the release of information.

J. Hours of Work

To insure compliance with federally funded labor standards, all full-time non-instructional employees shall work forty (40) hours per week, eight (8) hours per day, Monday through Friday.

1. The workday will begin at 8:00 a.m. and end at 4:30 p.m. A supervisor may recommend any variation in work hours that must be approved by the President
2. There will be a half-hour break for lunch.
3. There will be two fifteen-minute breaks per day.

K. Outside Employment

1. All requests for permission to engage in outside employment shall be in writing. The respective Vice President may recommend and explain an employee be allowed outside employment provided it does not:
 - a) affect or interfere with the employee's assigned job responsibilities;
 - b) detract from the employee's on the job performance;
 - c) constitute a conflict of interest; or
 - d) result in unfavorable publicity to BCC.
2. The President shall approve or disapprove requests.

L. Alcohol and Drug Free Workplace Policy

It is the policy of the College to create a drug free workplace in keeping with the spirit and intent of the Drug Free Workplace Act of 1988. The use of controlled substances is inconsistent with the behavior expected of College employees, and administrators. Drug use subjects all employees and visitors to our facility to unacceptable risks, and undermines the employee's ability to work effectively and efficiently.

1. Definitions:
 - a) Adulterate: To change or tamper with a specimen.
 - b) Alcohol: Beer, wine, and all forms of distilled liquor containing ethyl alcohol. References to use or possession of alcohol include use or possession of any beverage, mixture, or preparation containing ethyl alcohol.
 - c) Controlled substances: Chemicals that may be legally sold only on the order of a professional who holds a special license.
 - d) Dilute: A specimen that contains so much water that the concentration of the solutes or analytes in the specimen falls below a certain limit.
 - e) Drug: Any substance (other than alcohol) that has known mind or function-altering effects on a human subject, specifically including psychoactive substances and including, but not limited to, substances prohibited or controlled by Tribal, State and Federal controlled substance laws.
 - f) Medical Review Officer (MRO): A licensed physician trained in the field of substance abuse.
 - g) Possess: To have on one's person or in one's personal effects or under one's control.
 - h) Safety sensitive positions: those positions that may pose a great danger to the public.
 - i) Under the influence: When an employee is affected by a drug or alcohol or the combination of a drug or alcohol. The symptoms of influence are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability such as slurred speech or difficulty in maintaining balance. A determination of use and/or influence can be established by a professional opinion, urine, blood, or any other commonly used scientific valid tests and in some cases by a lay person's opinion. An employee or administrator will be presumed to be under the influence and in violation of this policy whenever the presence of drugs is detected at levels determined by the testing laboratory as constituting a positive indication for drugs. An employee will be presumed to be under the influence of alcohol whenever the presence of alcohol is detected. An alcohol test of .04 will justify removal of the employee from a driver sensitive position.

2. Drug-Alcohol Testing Policy

- a) **Policy Statement.** In recognition of the harmful effects that the use of alcohol and illegal drugs can have on employees, the College has a responsibility to its employees, students, and the public at large, to see that its employees are drug and alcohol free while on duty. Therefore, the College is implementing this Alcohol and Drug-Free Workplace Policy that includes, in part, those regulations contained within 49 CFR Parts 382 and 390.
- b) **Applicability.** Should the College employ individuals required to hold a commercial driver's license, such employees are subject to the regulations contained within 49 C.F.R. Parts 382 and 390. Additionally, the drug testing programs established under this Policy apply to all employees and administrators, except where specified otherwise in this Policy.
- c) **Implementation Schedule.** This policy shall become effective August 22, 2013 and will apply to all prospective and current employees and administrators of the College.
- d) **Questions Regarding This Policy.** The College hereby designates the President and/or his/her designee as the person responsible for answering questions relating to the provisions of this policy.
- e) **Use of Alcohol.** Employees and administrators are not to report to work, or remain at work while under the influence of drugs and/or alcohol. Employees and administrators of the College are prohibited from using or possessing alcohol while they are performing in their official or employment capacity.
- f) **Use of Illegal/Illicit Drugs Off Premises.** The unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace or while engaged in College business off premises is strictly prohibited. Drug use during non-working hours is also prohibited to the extent that it impairs an employee's ability to work or threatens the reputation or integrity of the College. All employees are required to abide by this policy as a condition of employment.
- g) **Use of Illegal/Illicit Drugs.** The College has an absolute prohibition against the use of illegal drugs, or the illegal use or misuse of prescription medication by an employee or administrator. Evidence that an employee or administrator, has tested positive for the presence of illegal drugs pursuant to a test given under the terms of this policy will be sufficient to establish the employee's violation of this provision.

3. Drug Testing of Prospective and Current Employees

- a) **Pre-Employment (CDL required & safety sensitive positions).** Pre-employment drug testing for the presence of illegal drugs shall apply only to applicants applying to CDL required and safety sensitive positions. An applicant being considered for a CDL required or safety sensitive position with the College is required to submit to a drug test prior to the applicant's appointment of hire. A negative drug test result and remaining drug-free are conditions of employment. Two dilute samples resulting in inconclusive test results will be considered a positive test.
- b) **Reasonable Suspicion (all employees and administrators).** The College may require an employee or administrator to be tested for illegal drugs or alcohol when there is reasonable suspicion to believe they are under the influence of illegal drugs or alcohol while on campus or performing in their official capacity. A reasonable suspicion referral for testing will be made on the basis of documented specific, contemporaneous, articulable observations concerning the appearance, behavior, and speech or body odors, which are consistent with the effects of substance abuse.
 - i. If a supervisor suspects an employee or administrator is violating this policy, that supervisor should:
 - A. Document any observations and signs that substance abuse may be present;

- B. Transport the employee or administrator to the appropriate medical facility or laboratory;
 - C. If test results are pending or unknown or if any test is positive, drive the employee or administrator home or allow the employee to make arrangements to be picked up. Do not let the employee or administrator drive him/herself home. If the employee or administrator is being belligerent, contact the Police Department through 911; and
 - D. Submit an Incident Report and Test Result Notification to the President or his or her designee.
- c) Random (CDL required and safety sensitive positions). Random testing for the presence of illegal drugs and/or alcohol shall apply only to employees and administrators occupying CDL required and safety sensitive positions. Random testing selections shall be made by a scientifically valid method that will result in each person having an equal chance of being tested each time selections are made.
- i. The College shall notify the selected employee or administrator that he/she has been randomly selected for a drug and/or alcohol test. The notice shall be provided to the President or his or her designee.
 - ii. Random testing for alcohol will take place just prior to, during, or just after an employee's or administrator's duty time.
 - iii. If the employee or administrator fails to appear for testing, the test must be cancelled and documented as to why it was cancelled, and the employee disciplined, if warranted. The College shall reschedule the test as soon as possible.
- d) Post-Accident (all employees, administrators). Post-accident drug and/or alcohol testing applies to all College employees and administrators involved in a reportable accident while acting within the scope of his/her employment or authority. Employees and administrators will be tested for both illegal drugs and alcohol as soon as practical. For purposes of this policy a reportable accident means an accident that results in a fatality, or where an individual involved requires medical treatment. Alcohol testing must be administered within four (4) hours of the accident and drug testing must be administered within thirty-two (32) hours of the accident. Any employee or administrator required to be tested under this section must remain readily available for such testing and may not consume alcohol within eight (8) hours of the accident. An employee or administrator who is involved in an accident requiring a drug and alcohol test must notify the College of the accident as quickly as possible and comply with instructions provided relative to submitting to a drug and alcohol test.
4. Specimen Collection Procedures and Test Result Notification.
- a) Adulteration or submission of a concealed specimen. If, during the collection procedure the collection monitor detects an effort by an employee or administrator to adulterate or substitute a specimen, a second specimen will be immediately requested. If a second specimen is provided, that specimen will be witnessed and tested also. If the request for specimen is refused, the collection monitor will inform the College contact of the refusal to submit a true specimen. Such conduct will be considered as a refusal to provide a true specimen for testing.
In the event that a prospective or current employee or administrator or submits a specimen that the laboratory later identifies as a diluted specimen, the College will advise the employee of that result and request that the employee submit a second witnessed specimen. The employee or administrator will be advised by the College not to drink any fluids prior to the test. The employee or administrator has sixty (60) minutes to report for the test after receiving notice.
 - b) Drug Specimen Collection Procedures. All testing for illegal drugs will be done by testing a prospective or current employee's or administrator's urine specimen. All such testing will

utilize the split specimen collection procedure. Under that procedure, each donor will have his/her urine specimen sealed in two (2) separate containers and both sent to a SAMHSA certified laboratory for testing. The laboratories shall provide chain-of-custody documentation for each specimen tested.

If the first specimen tests positive, the prospective or current employee or administrator may request, within three (3) days of the positive notification, that the other specimen be tested at another SAMHSA laboratory. This second test will be done at the donor's expense unless the second test comes back negative. During the time the second specimen is being tested, a current employee or administrator will be suspended without pay. Any employee or administrator who has a test come back negative will receive back pay for the time of the suspension, if back pay is warranted.

All specimen collections will be conducted by personnel that have been instructed and trained in collection procedures set by the DOT.

Alcohol testing will be done by a saliva alcohol screening test, and if positive, will be referred for a blood alcohol test.

- c) Notification of Test Results. The College has arranged for the drug test results to be forwarded to a Certified Medical Review Officer (MRO) directly from the SAMHSA certified laboratory that processes the specimen.

A prospective or current employee or administrator will be offered an opportunity to personally discuss a positive drug test with the MRO or the MRO's representative prior to the College being informed of the test result. Any prospective or current employee or administrator who is taking a prescription drug that may have caused a positive test result will be asked to provide the name of the medication, show the prescription container, or provide pharmacy script number for verification and a written verification from the prescribing physician. If the prescription is verified, the test result will be reported as negative for illicit or illegal drug use.

If test is positive and the prospective or current employee or administrator cannot be located, the MRO, or the MRO's representative, may request that the College make arrangements for the employee or administrator to contact the MRO as soon as possible to discuss the results of the positive test. The MRO will communicate a positive result to the College without discussing the result if the employee or administrator expressly declines the opportunity to discuss the results of the test, or the employee is instructed by the College to contact the MRO but fails to do so within twenty-four (24) hours.

5. Refusal

- a) An employee or administrator of the College may refuse to take a drug test when requested to do so or as required in this policy. However, such a refusal will be grounds for disciplinary action.
- b) After the MRO reviews the lab results and the medical history of the current employee or administrator, the reported results shall be given to the President and/or his/her designee who shall decide appropriate disciplinary action. An employee or administrator shall be given access to any records related to his or her test results. There must be a written request by the tested employee or administrator to the President and/or his/her designee for the release of drug testing related records that are held by the College and/or MRO.
- c) A prospective or current employee or administrator will be considered as refusing to test if he/she expressly refuses to take a test when so requested, or otherwise fails to provide an adequate urine sample without a valid medical explanation.
- d) Additionally an employee or administrator will be considered as refusing to test if he/she engages in conduct that clearly obstructs the testing process.

6. Effect of Testing Positive for Drugs
 - a) Any prospective employee or administrator that tests positive for the presence of illegal drugs or alcohol will not be hired unless they have a satisfactory explanation. Applicants deemed ineligible for employment will be ineligible to apply to the College for a position and may not be tested for one year.
 - b) The College reserves the right to impose appropriate discipline, up to and including termination, for any employee or administrator that tests positive for the presence of illegal drugs and/or alcohol. The President shall take appropriate action for any employee that tests positive for the presence of illegal drugs and/or alcohol and if recommending termination, submit such recommendation to the Board for approval.
 - c) In addition to any discipline imposed other than termination, any current employee, or administrator that tests positive for the presence of illegal drugs and/or alcohol will be subject to the drug-free awareness program. The program will inform employees, and administrators about the dangers of drug abuse in the workplace, the College's Drug-Free Workplace Policy, and penalties for its violation, and all available drug counseling, rehabilitation, and employee assistance programs.

M. Sexual Harassment Policy

1. General Provisions:
 - a) Purpose: The College is determined to provide an educational environment free from all forms of harassment to the College community. Harassment based on sex, race, religion, disability, age, or other protected characteristics is a violation of Title VII of the Civil Rights Act of 1964 and will not be tolerated within the College environment.
 - b) Members of the College community who are subject to or witness such an act should report it immediately to the Human Resources Office. Person(s) reporting a violation shall be protected from all acts of retaliation and information shall be regarded as highly confidential. The Human Resources Office shall be responsible for the investigation of any reports of sexual harassment.

N. Sexual and Violent Offenders Policy:

1. For the purposes of this policy, a "sexual offender" or "violent offender" is any individual who is required to register as either a sexual or violent offender, or both, with any tribal, federal, or state registry.
2. This policy applies to any individual member of the BCC community, including students, staff, faculty, visitors, student family members, and contractors.
3. "Property" includes all land, buildings, structures, computer networks, vehicles (both BCC-owned and BCC-contracted), and any site of any activity or program owned, funded, contracted, or sponsored by BCC.
4. Any individual who is a sexual offender or violent offender is prohibited from entering BCC property except as follows:
 - a) When he or she is a qualified voter and is entering BCC property solely for the purpose of casting his or her vote at his or her designated polling station.
 - b) To attend a public meeting designated as "open" by BCC.
 - c) With the express prior written approval of the BCC President in the following instances:
 - d) To transport an individual to or from BCC.
 - e) To attend a conference to discuss his or her child's educational progress, placement, or educational plan.
 - f) Other circumstances on a case-by-case basis as determined by the BCC President.

5. A sexual or violent offender may not access any BCC network or computer-based system at any time for any reason without express prior written approval of the BCC President.
6. Upon adoption of this policy, sexual and/or violent offenders who are already admitted for study at BCC shall be subject to immediate review by the BCC President, or his or her designee, to determine the appropriate placement within BCC.

7. Currently Enrolled Students:

- a) **Step One.** Any current BCC student deemed inappropriate for continued BCC study by the BCC President may be removed from BCC enrollment or be subject to study restrictions befitting the individual's circumstances. In all such cases, the BCC President shall determine removal or restrictions. If a current BCC student sexual or violent offender is permitted to continue to study at BCC under written restrictions, the student shall sign a written agreement covering such restrictions. Refusal to sign a written agreement shall result in immediate dis-enrollment from BCC study without appeal.
- b) **Step Two.** Any current student sexual or violent offender who wishes to appeal the BCC President's determination may, within seven (7) days of mailing, submit a written appeal to a three member review panel. The review panel shall consist of three senior BCC administrators selected by the BCC President.
- c) **Step Three.** Within fourteen (14) days of receipt of a current student sexual or violent offender's written appeal, the review panel shall review the written appeal. The review panel shall issue a final determination within seven (7) days of meeting to review the written appeal. The written determination shall be delivered by mail. The review panel's determination of a written appeal shall be final and no further appeal is allowed.
- d) **Step Four.** Any BCC student who is required by action of law to register with any tribal, federal, or state sexual or violent offender registry shall, within seven (7) calendar days of said required initial registration, notify the BCC President's office, in writing, of all registration requirement. Failure to notify the BCC President's office in writing shall subject a student to BCC administration action, up to and including permanent suspension. Any current BCC student who notifies the BCC President's office in writing of his or her sexual or violent offender registration requirements will be subject to review by the BCC President's office. Such review will be subject to the same process, requirements, review, and appeal process detailed within this policy.
- e) **Step Five.** Failure to abide by this policy or falsification, misrepresentation, or alteration of any writing may be, at the sole discretion of the BCC President's office, grounds for disciplinary action, up to and including permanent suspension from BCC study.

8. Future Students:

- a) **Step One.** All future students shall be required to certify that he or she is not a sexual offender or violent offender as defined by this policy. No application for admission to BCC shall be deemed complete without such certification.
- b) **Step Two.** All future students shall agree, in writing, to any necessary background check or investigation in order to ensure he or she is not a sexual offender or violent offender as defined by this policy. Such background check or investigation shall be done at BCC expense.
- c) **Step Three.** Any applicant seeking admission for study at BCC who is a sexual offender or violent offender may be refused admission or conditionally admitted with restrictions provided by the BCC President or his or her designee. Such applicants will be provided written restrictions

and must agree to comply with such restrictions or be subject to disciplinary action, up to and including permanent suspension from BCC study.

- d) **Step Four.** Any sexual offender or violent offender student applicant who refuses to agree to BCC restrictions may be denied enrollment for BCC study.

9. Considerations:

- a) **Step One.** The BCC President, or his or her designee, shall determine appropriate educational placements within the BCC organizational framework for student sexual offenders and student violent offenders. In making such determinations, the BCC President or his or her designee, shall consider such factors as the safety and health of all members of the BCC community.
- b) **Step Two.** The BCC President or his or her designee shall develop guidelines for managing each student sexual offender or violent offender attending BCC.

10. General Requirements and Notifications:

- a) **Step One.** The BCC President, or his or her designee, shall inform the appropriate BCC administrators and/or departments of any restrictions granted to each student sexual offender or violent offender. Sexual offenders or violent offenders who are permitted access to BCC property must immediately report to the individual or location designated by the BCC President or his or her designee's written restriction.
- b) **Step Two.** The BCC President may assign a chaperone to accompany the sexual offender or violent offender while he or she is on BCC property. Lack of notification by the BCC President does not excuse any student sexual offender or violent offender, either current or future, from abiding by the requirements and prohibitions of this policy.
- c) **Step Three.** The BCC President shall be permitted to make inquiries with law enforcement and other officials as needed to further this policy. The BCC President is also authorized to contact law enforcement and other officials anytime a student sexual offender or violent offender violates this policy.
- d) **Step Four.** The BCC President or his or her designee, may, at his or her discretion, revoke any privileges granted under this policy at any time for any reason.
- e) **Step Five.** All current students shall receive a written copy of this policy. All current students who are sexual offenders or violent offenders shall receive a written copy of this policy via registered/certified mail. All future applicants to BCC shall be provided a copy of this policy along with any requisite application materials.

O. Use of College Vehicles:

- 1. The insurance designee will maintain an annually updated list of employees authorized to utilize College vehicles for travel. The insurance designee will provide annually updated list of employees authorized to utilize college vehicles to the Motor Pool designee. Employees will be included on the annually updated authorized driver's list upon submission of the following:
 - a) A current driver license, that will be submitted to the colleges insurance company for final approval for the use of college vehicles.
- 2. Personal use of college vehicles is prohibited.
- 3. No one other than an annually authorized employee shall be permitted to operate any college vehicle.
- 4. No smoking or the consumption of alcoholic beverages are allowed in any college vehicle.
- 5. While operating a college vehicle, drivers must comply with all traffic laws.
- 6. Employees are responsible for any parking tickets or other citations that result from the employee's personal negligence or disregard of motor vehicle laws or regulations. Violation of

any laws or regulations while an employee is operating a college vehicle may result in loss of vehicle use privileges.

7. In the event of an accident, an employee is required to provide a detailed report within five (5) working days to the Motor Pool and insurance designee, along with a copy of such report to their immediate supervisor for review.

O. Firearms/Weapons:

No firearms/illegal weapons will be allowed on the College campus at any time.

P. Children in the Workplace

Employees may not bring children to worksites at BCC. However, the immediate supervisor may approve of a child in the workplace in extreme circumstances requiring a child to be on the BCC premises while being supervised by their parent. Excessive use of this policy can result in the employee being denied future approval.

Q. Visitors in the Workplace:

In order to avoid distraction of employees and co-workers and to maximize employee productivity, employees are asked to keep visitors to a minimum during work hours.

R. Tobacco Policy:

Use of tobacco products is prohibited at all times in BCC buildings, and within 25 feet of buildings or designated areas, except for cultural activities.

VII. INTERNET, E-MAIL, AND COMPUTER USE POLICY

- A. The use of Blackfeet Community College automation systems**, including computers, fax machines, and all forms of Internet/intranet access, is for College business and for authorized purposes only. Brief and occasional personal use of the electronic mail system or the Internet is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks), and does not result in expense or harm to the College or otherwise violate this policy.
- B. Use is defined as "excessive"** if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. Electronic communication should not be used to solicit or sell products or services that are unrelated to the College's business; distract, intimidate, or harass coworkers or third parties; or disrupt the workplace.
- C. Use of College computers, networks, and Internet access is a privilege** granted by management and may be revoked at any time for inappropriate conduct carried out on such systems, including, but not limited to:
1. Engaging in private or personal business activities, including excessive use of instant messaging and chat rooms;
 2. Accessing networks, servers, drives, folders, or files to which the employee has not been granted access or authorization from someone with the right to make such a grant;
 3. Making unauthorized copies of College files or other College data;
 4. Destroying, deleting, erasing, or concealing College files or other College data, or otherwise making such files or data unavailable or inaccessible to the College or to other authorized users of College systems;
 5. Misrepresenting oneself or the College;
 6. Violating the laws and regulations of the United States or any other nation or any state, city, province, or other local jurisdiction in any way;
 7. Engaging in unlawful or malicious activities;
 8. Deliberately propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either the College's networks or systems or those of any other individual or entity;
 9. Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages;
 10. Sending, receiving, or accessing pornographic materials;
 11. Becoming involved in partisan politics;
 12. Causing congestion, disruption, disablement, alteration, or impairment of College networks or systems;
 13. Maintaining, organizing, or participating in non-work-related Web logs ("blogs"), Web journals, "chat rooms", or private/personal/instant messaging;
 14. Failing to log off any secure, controlled-access computer or other form of electronic data system, if such computer or system is left unattended;
 15. Sending chain letters or participating in any way in the creation or transmission of unsolicited commercial e-mail ("spam") that is unrelated to legitimate College purposes;
 16. Using recreational games; and/or
 17. Defeating or attempting to defeat security restrictions on College systems and applications.
- D. Using College automation systems** to access, create, view, transmit, or receive racist, sexist, threatening, or otherwise objectionable or illegal material, defined as any visual, textual, or auditory entity, file, or data, is strictly prohibited. Such material violates the College anti-harassment policies

and is subject to disciplinary action. The College's electronic mail system, Internet access, and computer systems must not be used to harm others or to violate the laws and regulations of the United States or any other nation or any state, city, province, or other local jurisdiction in any way. Use of College resources for illegal activity can lead to disciplinary action, up to and including dismissal and criminal prosecution. The College will comply with reasonable requests from law enforcement and regulatory agencies for logs, diaries, archives, or files on individual Internet activities, e-mail use, and/or computer use.

E. Unless specifically granted in this policy, any non-business use of the College's automation systems is expressly forbidden.

F. If you violate these policies, you could be subject to disciplinary action, up to and including dismissal.

G. Ownership and Access of Electronic Mail, Internet Access, and Computer Files - No Expectation of Privacy.

1. The College owns the rights to all data and files in any computer, network, or other information system used in the College and to all data and files sent or received using any College system or using the College's access to any computer network, to the extent that such rights are not superseded by applicable laws relating to intellectual property. The College also reserves the right to monitor electronic mail messages (including personal/private/instant messaging systems) and their content, as well as any and all use by employees of the Internet and of computer equipment used to create, view, or access e-mail and Internet content. Employees must be aware that the electronic mail messages sent and received using College equipment or College-provided Internet access, including web-based messaging systems used with such systems or access, are not private and are subject to viewing, downloading, inspection, release, and archiving by College officials at all times. The College has the right to inspect any and all files stored in private areas of the network or on individual computers or storage media in order to assure compliance with College policies and state and federal laws. All data stored on College computers is College property and an employee may not delete program data. No employee may access another employee's computer, computer files, or electronic mail messages without prior authorization from either the employee or an employee's supervisor, a Senior Administrator or the President.
2. The College uses software in its electronic information systems that allows monitoring by authorized personnel and that creates and stores copies of any messages, files, or other information that is entered into, received by, sent, or viewed on such systems. Accordingly, employees should assume that whatever they do, type, enter, send, receive, and view on College electronic information systems is electronically stored and subject to inspection, monitoring, evaluation, and College use at any time. Further, employees who use College systems and Internet access to send or receive files or other data that would otherwise be subject to any kind of confidentiality or disclosure privilege thereby waive whatever right they may have to assert such confidentiality or privilege from disclosure. Employees who wish to maintain their right to confidentiality or a disclosure privilege must send or receive such information using some means other than College systems or the College-provided Internet access.
3. The College has licensed the use of certain commercial software application programs for business purposes. Third parties retain the ownership and distribution rights to such software. No employee may create, use, or distribute copies of such software that are not in compliance with the license agreements for the software. Violation of this policy can lead to disciplinary action, up to and including dismissal.

H. Confidentiality of Electronic Mail

1. As noted above, electronic mail is subject at all times to monitoring, and the release of specific information is subject to applicable state and federal laws and College rules, policies, and procedures on confidentiality. Existing rules, policies, and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software. Since there is the possibility that any message could be shared with or without an employee's permission or knowledge, the best rule to follow in the use of electronic mail is to decide if the information would be appropriate to post on an office bulletin board with the employee's signature.
2. It is a violation of College policy for any employee, including system administrators and supervisors, to access electronic mail and computer systems files to satisfy curiosity about the affairs of others, unless such access is directly related to that employee's job duties. Employees found to have engaged in such activities will be subject to disciplinary action.
3. Legal Duty to Retain Emails: Emails are discoverable as evidence in litigation and a legal prohibition exists that emails cannot be deleted in anticipation of litigation. Thus, all emails that are pertinent to BCC matters must be retained for at least one year.

I. Electronic Mail Tampering.

Electronic mail messages received should not be altered without the sender's permission; nor should electronic mail be altered and forwarded to another user and/or unauthorized attachments be placed on another's electronic mail message.

J. Policy Statement for Internet/Intranet Browser(s).

1. The Internet is to be used to further the College's mission, to provide effective service of the highest quality to the College's customers and staff, and to support other direct job-related purposes. Supervisors should work with employees to determine the appropriateness of using the Internet for professional activities and career development. The various modes of Internet/Intranet access are College resources and are provided as business tools to employees who may use them for research, professional development, and work-related communications. Limited personal use of Internet resources is a special exception to the general prohibition against the personal use of computer equipment and software.
2. Employees are individually liable for any and all damages incurred as a result of violating College security policy, copyright, and licensing agreements.
3. All College policies and procedures apply to employees' conduct on the Internet, especially, but not exclusively, relating to: intellectual property, confidentiality, College information dissemination, standards of conduct, misuse of College resources, anti-harassment, and information and data security.

VIII. EMPLOYEE SOCIAL MEDIA USE POLICY

A. While Blackfeet Community College encourages its employees to enjoy and make good use of their off-duty time, certain activities on the part of employees may become a concern if they have the effect of impairing the work of any employee; harassing, demeaning, or creating a hostile working environment for any employee; disrupting the smooth and orderly flow of work within the office; or harming the goodwill and reputation of the College among its customers or in the community at large. In the area of social media (print, broadcast, digital, and online services such as Facebook, LinkedIn, MySpace, Plaxo, and Twitter, among others), employees may use such media in any way they choose as long as such use does not produce the adverse consequences noted above. For this reason, Blackfeet Community College reminds its employees that the following guidelines apply in their use of social media, both on and off duty:

1. If an employee publishes any personal information about the employee, another employee of the organization, the College, a client, or a customer in any public medium (print, broadcast, digital, or online) that:
 - a) has the potential or effect of involving the employee, their coworkers, or the College in any kind of dispute or conflict with other employees or third parties;
 - b) interferes with the work of any employee;
 - c) creates a harassing, demeaning, or hostile working environment for any employee;
 - d) disrupts the smooth and orderly flow of work within the office, or the delivery of services to the College's clients or customers;
 - e) harms the goodwill and reputation of the College among its customers or in the community at large; or
 - f) tends to place in doubt the reliability, trustworthiness, or sound judgment of the person who is the subject of the information.
 - g) the employee(s) responsible for such problems will be subject to counseling and/or disciplinary action, up to and potentially including termination of employment, depending upon the severity and repeat nature of the offense.
2. No employee may use College equipment or facilities for furtherance of non-work-related activities or relationships without the express advance permission of the President.
3. Employees who conduct themselves in such a way that their actions toward and relationships with each other interfere with or damage work relationships, disrupt the flow of work or customer relations, or cause unfavorable publicity in the community, should be concerned that their conduct may be inconsistent with one or more of the above guidelines. In such a situation, the employees involved should request guidance from the President to discuss the possibility of a resolution that would avoid such problems. Depending upon the circumstances, failure to seek such guidance may be considered evidence of intent to conceal a violation of the policy and to hinder an investigation into the matter.
4. Use of social media that involves any kind of criminal activity or harms the rights of others may result in criminal prosecution or civil liability to those harmed, or both.
5. Social media access and use involving College equipment and resources are subject to Blackfeet Community College's Internet, E-Mail, and Computer Usage Policy at all times. How an employee uses social media is not a matter of concern as long as it is consistent with the above guidelines. Employees may address any questions on this policy to the Human Resource Office.

IX. PERFORMANCE EVALUATIONS

A. Each full-time and half-time employee is to be evaluated annually.

The performance evaluation is used to inform the employee how well he/she is meeting the standards set for him/her, point out any deficiencies in performance, and to encourage the employee to improve performance where needed.

B. Schedule of Evaluations

1. President: The Board shall conduct an annual evaluation of the College President. The Board in collaboration will develop performance standards in an evaluation tool. The evaluation of the President should include a self-evaluation by the President and an evaluation of performance by the College employees. The evaluation shall be completed 60 days before anniversary date of the Presidents contract. The Board shall notify the President of the results of the evaluation at the Board meeting 30 days before anniversary. A copy of the evaluation is to be placed in his/her personnel file, and a copy will be provided to the President.
2. Each permanent employee will be evaluated annually by his/her immediate supervisor by April 30. A copy of the completed evaluation will be provided to the employee, who will acknowledge receipt in writing, before placement of the evaluation in the employee's file. Each faculty member will complete a self-evaluation by March 15 and submit it to his/her immediate supervisor. The supervisor will then conduct observations and perform a faculty evaluation by April 30. Additionally, four (4) weeks prior to the end of each semester faculty will disperse to their students in each course they teach, instructor course evaluation forms. Instructor course evaluation forms are then to be submitted by a faculty designated student to the Human Resources Department. Faculty immediate supervisors will receive one (1) week prior to the end on each semester an analysis of each faculty member's instructor course evaluation results, to assist the supervisor in evaluating faculty performance.

X. DISCIPLINARY ACTION

- A. An employee may be disciplined** for inadequate work performance or acts of misconduct as follows. It is not necessary that the following types of discipline be applied sequentially.
1. **Verbal Warning:** A supervisor may issue a verbal warning to an employee for inadequate work performance or acts of misconduct.
 2. **Documented Warning:** A supervisor may issue a documented warning may at his/her discretion to address an employee's inadequate work performance or acts of misconduct.
 3. **Probation:** Probation may be utilized as a disciplinary action to improve performance or correct faults. This action shall be considered a severe warning. The employee will be notified of probation in writing with the specific reasons and conditions of his/her probation. The supervisor shall determine terms of the probation. The period of probation as a disciplinary action shall not exceed sixty calendar days.
 4. **Suspension:** The supervisor may suspend an employee without pay for just cause for a period not to exceed thirty days. The employee may grieve the suspension pursuant to the timeframes in the grievance procedure. Just cause is defined in the dismissal section of this manual. The employee will be notified of the suspension in writing with the specific reasons and conditions of his/her suspension.
 5. **Termination:** Termination is a final action by which the College ends its professional relationship with an employee. (See Policies and Procedures Relating to Severance/Termination of Appointment, Sections XI B-F)

XI. POLICIES AND PROCEDURES RELATING TO SEVERANCE/ TERMINATION OF EMPLOYMENT

- A. Formal Resignation:** A formal resignation is a written signed statement by which the employee voluntarily severs his/her working relationship with the college. Employees who do not follow the process outlined within this section may not be eligible for a favorable future employment recommendation. For non-professional staff, the college requests such notice shall be given in the prescribed fashion at least two (2) weeks prior to the effective date. For professional staff and faculty, the college requests such notice shall be given in the prescribed fashion at least thirty (30) working days prior to the effective date. All BCC resignations are subject to the following guidelines:
1. A formal resignation shall only be submitted in original written form.
 2. A formal resignation shall be dated and shall also contain a date which the employee desires to be his or her last day of work.
 3. No formal resignations shall be accepted by electronic means for any reason at any time.
 4. All formal resignations are final. Once an employee has voluntarily severed his/her working relationship, the college will begin to recruit and select a replacement, and as such, an employee may not rescind a resignation for any reason at any time.
 5. In addition to providing the original written signed formal resignation to his or her immediate supervisor, college professional staff and faculty shall also forward a copy of the original written signed formal resignation to the Human Resources Department and their respective Vice President.
 6. In addition to providing the original written signed formal resignation to his or her immediate supervisor, all non-professional staff shall also forward a copy of the original written signed formal resignation to the Human Resources Department.
 7. Upon receipt of a proper written signed formal resignation, the Human Resources Department shall time stamp the written signed formal resignation and prepare the forms and documents necessary to separate the employee from his or her employment at the college.
 8. The Human Resources Department time stamp on the written signed formal resignation shall be the official time upon which all time-sensitive actions contemplated within this policy shall be based.
 9. If the employee generating a proper formal resignation works in the Human Resources Department, he or she shall provide the original written signed formal resignation to his or her immediate supervisor and a copy of said original written signed formal resignation to the President.
 10. If the President is the employee seeking to resign, he or she shall provide the original written signed formal resignation to the Board Chair and a copy of the original written signed formal resignation to the Human Resources Director.
 11. If the President is the employee seeking to formally resign, he or she shall provide his or her written signed formal resignation in the form and manner prescribed by this policy no less than three (3) calendar months prior to the date he or she wishes to be his or her last day of work at the college.
- B. Exit Forms:** Exit forms will be provided to the employee and shall be completed and returned to the Human Resources Department. The employee should contact the Human Resource Department prior to their last day of work to make an appointment to process separation paperwork.

- C. Severance:** Where an employee's employment has been severed under this policy, such employee shall receive written notice of impending severance from his or her immediate supervisor and the Human Resources Department as early as possible. Severance of an employee includes:
1. **Reduction in Force.** Employees may be severed from employment due to financial limitations, grant or programmatic fiscal reductions, declining enrollment leading to lack of business need or funding, layoffs, or administrative reorganization. For the purposes of this section, reduction in force actions shall be at the sole discretion of the President and leadership team.
 2. **Discontinuance of a Program or Grant.** Severance of an employee may occur as a result of the discontinuation of any program, conclusion of a grant funded project, or similar administrative or programmatic change. For the purposes of this section, discontinuance of a program or grant shall be at the sole discretion of the President and leadership team.
 3. **Retirement.** An employee may voluntarily choose to retire from college service by submitting a letter of retirement to his or her immediate supervisor and the Human Resources Department. Employees seeking to retire from college service shall, within their letter of retirement, indicate the date which they desire to be their last day of work. Where circumstances permit, the college requests three (3) months written notice prior to retirement in order to sufficiently recruit and replace a retiring employee.
 4. **Disability.** An employee who becomes disabled and cannot fulfill his or her professional duties for a period of one (1) calendar month or more may be severed from employment. In such rare circumstances, and where the employee has not voluntarily resigned his or her position, the college President, leadership team, and the Human Resources Director, shall make a determination whether the employee shall be permitted to remain in his or her position or be separated from college employment. In such cases, the employee (or, where physically incapacitated, his or her legal representative), where otherwise eligible, may challenge such severance using the appropriate grievance procedure.
 5. **Expiration of Appointment.** Any employee who serves under a limited-term appointment (such as, but not limited to, student employees) may be severed from his or her employment.
- D. Termination of Employment:** Termination is a final action by which the college ends its professional relationship with an employee. Cause for termination must be directly and substantially related to the fitness of an employee to continue in a professional capacity at the college. Termination, where circumstances warrant, may be immediate to safeguard the college and the college community. Immediate terminations are at the sole discretion of the BCC President and leadership team in consultation with the Human Resource Director. Termination of employment proceedings may be instituted for the following, or any other, legitimate reason(s):
1. **Absence from Work Area.** Any employee who is absent from his or her work area without authorization may be terminated from his or her employment. An employee terminated for failing to meet this expectation may or may not be eligible for rehire. Such determinations shall be made on a case-by-case basis by the individual's immediate supervisor and future employment will require the written consent of the President and leadership team.
 2. **Absenteeism and Punctuality.** Timely and regular attendance is an expectation of performance for all college employees. To ensure adequate staffing, positive employee morale, and to meet expected productivity standards throughout the college organization, employees will be held accountable for adhering to their workplace schedule. In the event an employee is unable to meet this expectation, he or she must obtain approval from their immediate supervisor in advance of any requested schedule changes. This approval includes requests to use appropriate timekeeping accruals, as well as late arrivals to or early departures from work. All departments have discretion to evaluate extraordinary circumstances of a tardy, absence or failure to report or keep

accurate timesheets to determine whether or not to count the incident as an occurrence.

Employees are expected to utilize the appropriate college policies, including the college Call-In Policy, to manage their attendance and punctuality in accordance with this policy. The Human Resources Department is available to advise supervisors regarding the evaluation of extenuating circumstances. Where a college employee fails to meet this expectation, he or she may be terminated from his or her college employment. A college employee terminated for failing to meet this expectation may or may not be eligible for rehire. Such determinations shall be made on a case-by-case basis by the individual's immediate supervisor and future employment will require the written consent of the President and leadership team.

3. **Abusive/Threatening Behavior/Language.** The college will not tolerate threats, intimidation, harassment, abusive language, or abusive behavior by an employee toward another employee or any other member of the college community at any time for any reason. Any college employee terminated for failing to abide by this policy may or may not be eligible for rehire. In such cases, said employee shall not be eligible for rehire without written consent of the President and leadership team.
4. **Acceptance or Solicitation of Bribes.** The college prohibits making, accepting, or causing another to make or accept, payments or gifts, from, to, or on behalf of any party, in order to obtain or retain business, favor, position, or to secure any improper, unlawful, or prohibited advantage or leverage of any kind. Bribery need not be payments or gifts, but may also be favors, advantage, services, trades, or in-kind transfers. The college understands the importance of eliminating bribery and the need to discourage bribery and corruption in order to create a safe, equitable, stable environment. Any college employee who makes, accepts, or causes another to make or accept payments, gifts, favors, position, advantage, services, trades, or in-kind transfers for any reason may be terminated from his or her employment. In such cases, said employee shall not be eligible for rehire without written consent of the President and leadership team.
5. **Civil Rights and Freedoms Violations.** The college hereby reaffirms its commitment to promote the goals of fairness and equity for all members of the BCC community at all times. When an employee violates the civil rights or freedoms of any member of the college community, the college itself suffers an irreparable loss. Any employee who violates the civil rights or freedoms of any member of the college community may be terminated from his or her employment. An employee terminated for violating the civil rights or freedoms of any member of the college community may or may not be eligible for rehire. Such determinations shall be made on a case-by-case basis by the individual's immediate supervisor and future employment will require the written consent of the President and leadership team.
6. **Commission of a Crime while At Work or while Representing BCC.** An employee who commits a crime while at work or while representing the college in any way may be terminated from his or her employment. Conviction in a court of law in such cases is not required. To safeguard the college community and ensure continued successful college operation, the college has the sole discretion to determine whether an employee who has committed a crime while at work or while representing the college may be terminated. In such cases, said employee shall not be eligible for rehire without written consent of the President and leadership team. .
7. **Disclosure/Misuse of Confidential Information.** Confidential information typically consists of non-public information about the college or any individual member of the college community that, if disclosed, could reasonably be expected to place either college or the individual at risk of criminal or civil liability, or damage the college or the individual's financial standing, employability, privacy, or reputation. The college is bound by law to protect certain types of confidential information, and in some instances, is required to additionally protect confidential

information beyond legal or contractual requirements. Confidential information includes, but is not limited to:

- a) Payroll records, salary and non-public benefits information;
- b) Social security numbers, driver's license numbers, state identification card numbers, or passport numbers;
- c) Credit card, debit card, and financial account information;
- d) Personnel records, including but not limited to information regarding an employee's work history, credentials, salary and salary grade, benefits, length of service, performance, and discipline.
- e) Individual criminal background check information;
- f) Individual conflict of interest information;
- g) Individually-identifiable biometric and security codes;
- h) Unpublished grant proposals and unpublished research materials or data;
- i) Budgetary, departmental, or planning information;
- j) Non-public financial, procurement, health/safety, audit, insurance and claims information;
- k) Internal investigation information, pre-litigation, and non-public litigation and administrative agency charge, audit and inquiry information;
- l) Student records, including but not limited to student education records as defined within the Family Educational Rights and Privacy Act (FERPA) and other applicable law;
- m) Proprietary or intellectual property in which the college asserts ownership that is created by employees in connection with their work;
- n) Non-public law enforcement records generated or maintained by BCC or any other entity;
- o) All college attorney-client communications and college attorney work product;
- p) Non-public donor and alumni information;
- q) Patient care records including patient benefit plan enrollment, claims, billing matters, and data concerning human subjects;
- r) Medical records, personally identifiable medical information, and all information designed as "Protected Health Information" under the Health Insurance Portability and Accountability Act (HIPAA), or otherwise protected by law.
- s) All information, materials, data, and records designated confidential by a college department or unit, by law, by contract, or departmental policy, including information obtained by BCC from third parties under non-disclosure agreements or any other contract that designates third party information as confidential.

All employees are expected to safeguard confidential information. Any employee who fails to safeguard, discloses, or misuses college confidential information may be terminated. In such cases, said employee shall not be eligible for rehire without written consent of the BCC President and leadership team.

8. **Failure to Follow the BCC Progressive Corrective Action Process.** At the college, a corrective action process designed to identify and correct problems that affect an employee's work performance and/or the overall performance of their department. The progressive corrective action process should be handled consistently within each department and for each issue. The college Progressive Corrective Action Process refers to the following actions:
 - a) counseling or verbal warning;
 - b) written reprimand and warning;
 - c) suspension;
 - d) suspension pending investigation and final determination;
 - e) specific warning of termination; and
 - f) Termination of employment.

Any step in the college Progressive Corrective Action Process may be repeated, omitted, or taken out of sequence. Typically, if more than six (6) months have elapsed since any previous corrective action, any successive corrective action should be based upon the previous step in the college Progressive Corrective Action Process. The college, however, reserves the right to effect immediate termination should the situation, facts, or circumstances so warrant. An employee terminated for failing to follow the college Progressive Corrective Action Process may or may not be eligible for rehire. Such determinations shall be made on a case-by-case basis by the individual's immediate supervisor and future employment will require the written consent of the President and leadership team.

9. **Failure to Adhere to and Comply with BCC Policies and Procedures.** The college organizational success depends on all college employees continued support of and adherence to all college policies and procedures. Any employee who fails to adhere to and/or follow all policies and procedures may be terminated from his or her employment. An employee terminated for failing to adhere to or comply with all policies and procedures may or may not be eligible for rehire. Such determinations shall be made on a case-by-case basis by the individual's immediate supervisor and future employment will require the written consent of the President and leadership team.
10. **Failure to Report.** Failure to report occurs when a non-probationary college employee fails to report to his or her duty station at the time his or her supervisor has assigned. When such failure occurs for three (3) consecutive business days, and the employee has not contacted his or her immediate supervisor, such employee has failed to report to work and may be terminated from his or her college employment. A college employee terminated for failing to meet this expectation may or may not be eligible for rehire. Such determinations shall be made on a case-by-case basis by the individual's immediate supervisor and future employment will require the written consent of the President and leadership team.
11. **False Statements, Information, Documents or Credentials.** Falsification of college records or documents is strictly prohibited. Any knowing or negligent misrepresentation of a material fact or any failure to make a complete disclosure of any requested information are causes for immediate termination.
 - a) Non-faculty employees may be terminated without notice for falsification of the college's records or documents. Faculty and professional staff at the college may be immediately terminated for cause for falsification of records or documents. Any exception to the immediate termination of any employee or faculty for falsification of records or documents, or for supplying false information, must be approved in writing by both the President and leadership team.
 - b) Where a college employee who is to be immediately terminated for falsification of records, documents, or information is the BCC Human Resource Director, any exception must be approved in writing by the President and leadership team.
 - c) A college employee who makes false statements, provides false information, falsifies documents, or falsifies his or her credentials in any way to any person or entity may be terminated from his or her employment. Falsification occurs when an employee knowingly provides or receives false information on an employment application; knowingly fails to disclose requested information; or knowingly records or accepts false information on any college document or record, regardless of format and including electronic communications.
 - d) The following represents an incomplete but advisory list of infractions which are specifically prohibited by the college: falsifying information or knowingly aiding in the falsification of information on an application for initial employment, transfer, or employment action; falsifying employee recruitment/credential records; falsifying employee expense account or

any reimbursement records; falsifying personnel/payroll documents (including, but not limited to, pay records, time sheets, or other types of time-related records); documenting time or records for another employee; completing and/or submitting for approval the time sheet/time record of another employee; falsifying health records or vacation/sick leave records; falsifying research records, medical records, grant or programmatic documents, or BCC administrative records; and also falsifying student records (including, but not limited to, admission application materials, references, transcripts, grade sheets, registration documents, and student identification documents). In such cases, said employee shall not be eligible for rehire without written consent of the President and leadership team.

12. **Fighting.** Any college employee who engages in fighting, bullying, aggression, intimidation, physical assault, physical violence or the threat of physical violence on college property or while on the job toward any other employee, a member of the college community, or a member of the public occurring while on college property may be terminated from his or her employment. In such cases, said employee shall not be eligible for rehire without written consent of the President and leadership team.
13. **Gross Misconduct.** Gross misconduct is very severe charge. It is typically, but not always, a criminal act not a violation of a motor vehicle traffic law, for which an individual has been convicted in a criminal court or to which the individual has admitted guilt. Such admission of guilt does not necessarily require admission in a court, but may be admissions made to the college representatives. Gross misconduct also includes conduct demonstrating a flagrant and wanton disrespect for the rights, title or interest of the college, any member of the college community, or any member of the public. Other reasons for termination listed herein may also represent gross misconduct. A college employee who has engaged in conduct constituting gross misconduct may be terminated from his or her employment by their immediate supervisor. In such cases, said employee shall not be eligible for rehire without written consent of the President and leadership team.
14. **Insubordination.** Insubordination is a deliberate and inexcusable refusal to obey a reasonable order which relates to an employee's job function or duties. Such a refusal may be openly stated or may represent a silent withholding of services. College employees must first follow the order given them by a supervisor and then seek redress, where eligible, using the grievance process if they feel the order was improper. An employee who seeks to refuse to perform a service, either expressly or silently, is responsible to tell their immediate supervisor why he or she is refusing the order. An employee who engages in insubordination may be terminated from his or her employment. Such determinations shall be made on a case-by-case basis by the individual's immediate supervisor and future employment will require the written consent of the President and leadership team.
15. **Job Abandonment.** An employee who is absent from his/her employment with the college for three (3) working days without contacting his or her immediate supervisor regarding the reasons for absence shall be considered to have abandoned his/her position of employment and will be terminated from employment. An employee terminated for failing to meet this expectation may or may not be eligible for rehire. Such determinations shall be made on a case-by-case basis by the individual's immediate supervisor and future employment will require the written consent of the President and leadership team.
16. **Misconduct.** Misconduct occurs when an employee carelessly disregards any member of the college community or the college's rights or interests. Other reasons for termination listed herein may also represent misconduct. An employee who has engaged in conduct constituting misconduct may be terminated from his or her BCC employment. An employee terminated for failing to meet this expectation may or may not be eligible for rehire. Such determinations shall

be made on a case-by-case basis by the individual's immediate supervisor and future employment will require the written consent of the President and leadership team.

17. **Misuse of BCC Data or Information Resources or Systems.** The BCC Data and Information System Policy applies to all users of BCC data and information technology resources and systems regardless of affiliation and irrespective of the location where the data or information is accessed or stored. Any BCC employee who fails to comply with the BCC Data and Information System Policy may be terminated from his or her employment. A BCC employee terminated for failing to meet this expectation may or may not be eligible for rehire. Such determinations shall be made on a case-by-case basis by the individual's immediate supervisor, the BCC Human Resources Director, or the BCC President.
18. **Possession of/Concealing a Weapon.** BCC employees may not carry any weapons on or within any BCC property or vehicles, while working for BCC at any time, or while representing BCC in any capacity, except where expressly permitted by applicable law and only where expressly permitted by BCC policy. This policy does not apply to any BCC employees who are authorized by BCC in writing to carry weapons on or within BCC property or vehicles in furtherance of their public safety duties and responsibilities. This policy does not apply to weapons stored and properly secured in a concealed fashion within an employee's personally owned vehicle in a manner required by BCC policy. For the purposes of this policy, ammunition of any type is considered a weapon, whether loaded or unloaded. No BCC employee may possess, threaten to use, display, brandish, use, discharge a weapon of any kind for any reason without written consent obtained in advance from the BCC President and the BCC Board of Trustees. Any BCC employee who fails to timely report any violation of this policy by any member of the BCC community may be terminated from his or her employment. Any BCC employee who fails to fully adhere to this policy may be terminated from his or her BCC employment. In such cases, said employee shall not be eligible for rehire without written consent of the BCC President and the BCC Human Resources Director.
19. **Professional Incompetence.** When an employee lacks the qualification or ability to act with professional competence within his or her employment position, he or she is considered professionally incompetent. A BCC employee who is adjudged professionally incompetent may be terminated from his or her employment. A BCC employee terminated for professional incompetence may or may not be eligible for rehire. Such determinations shall be made on a case-by-case basis by the individual's immediate supervisor, the BCC Human Resources Director, or the BCC President.
20. **Record and Document Mismanagement.** Each BCC department or unit has a responsibility to preserve and protect all records and documents under its control at all times. The term "records" encompass a wide variety of documents in use within BCC. Any BCC employee who fails to adhere to and comply with this policy may be terminated from his or her BCC employment. A BCC employee terminated for failing to preserve and protect records and documents under his or her control may or may not be eligible for rehire. Such determinations shall be made on a case-by-case basis by the individual's immediate supervisor, the BCC Human Resources Director, or the BCC President.
21. **Sleeping on the Job.** A BCC employee who is sleeping on the job is not performing the duties and tasks required of his or her position. Sleeping on the job may also represent violation of other BCC policies, such as, but not limited to, the Theft, Misuse, Misappropriation, or Abuse of BCC Resources or False Statements, Information, Documents or Credentials policies. Any BCC employee who is found sleeping on the job may be terminated from his or her BCC employment. In such cases, said employee may or may not be eligible for rehire. Such determinations shall be

made on a case-by-case basis by the individual's immediate supervisor, the BCC Human Resources Director, or the BCC President.

22. **Theft, Misuse, Misappropriation and/or Abuse of BCC Resources.** BCC has a fiduciary responsibility to conserve, preserve, and efficiently use all BCC resources. BCC employees must comply with applicable Tribal and non-Tribal laws, BCC Board of Trustees-mandated policy, BCC organizational policies, and/or any law, regulation, or policy applicable to any grant or program. Any BCC employee who fails to responsibly conserve, preserve, or efficiently use any BCC resource may be terminated from his or her BCC employment. This policy applies to any known or suspected fraud or theft involving employees, customers, vendors, contractors, consultants, or other parties related to BCC. A BCC employee terminated for failing to meet this expectation may or may not be eligible for rehire. Such determinations shall be made on a case-by-case basis by the individual's immediate supervisor, the BCC Human Resources Director, or the BCC President.

23. **Unsatisfactory Work Performance.** Unsatisfactory work performance can encompass a variety of behaviors that include, but are not limited to:

- a) Inability to complete work assignments or correct errors in a reasonable amount of time;
- b) Inability (for any reason) or unwillingness to learn new tasks or skills or work collaboratively; and
- c) Inability to exercise sound, professional, good judgment.

When such conduct is identified, a BCC employee's immediate supervisor should communicate with the employee and the BCC Human Resources Department to implement corrective measures, including, but not limited to, improvement coaching, following the BCC Progressive Corrective Action Process, or other measures designed to empower the employee to meet or exceed the expectations of his or her BCC position. When, after a reasonable time and after reasonable efforts to provide assistance have been attempted, a BCC employee who cannot or will not improve his or her work performance to a level meeting or exceeding the expectations for his or her position, he or she may be terminated from his or her BCC employment. A BCC employee terminated for failing to meet this expectation may or may not be eligible for rehire. Such determinations shall be made on a case-by-case basis by the individual's immediate supervisor, the BCC Human Resources Director, or the BCC President.

24. **Unsuccessful Completion of Probationary Period.** A BCC employee shall be classified as a "probationary employee" for a specific period of calendar days from the date of his or her date of initial employment. Such period shall be included in the employee's letter of hire and is also detailed within the BCC employee personnel and policies manual. This period shall be called the "probationary period." The probationary period is part of the BCC selection process. The purpose of the probationary period is to determine that the probationary employee's performance, ability, willingness and dependability merit continuation of BCC employment. Where an employee is within his or her probationary period, and where his or her immediate supervisor or the BCC President have determined that an employee's performance, ability, willingness and dependability do not merit continuation of BCC employment, the employee's BCC employment may be terminated. In such cases, the employee shall have only those rights expressly afforded probationary employees within the BCC policies and procedure manual. A BCC employee terminated for failing to meet this expectation may or may not be eligible for rehire. Such determinations shall be made on a case-by-case basis by the individual's immediate supervisor, the BCC Human Resources Director, or the BCC President.

25. **Working Under the Influence.** The BCC Substances/Alcohol/Other Drugs Policy and program seek to prevent substance, alcohol, and other drug-related issues within the BCC environment. The BCC policy and program seek to identify problems as quickly as possible,

motivate the employee(s) to seek help, and to provide a pathway the employee(s) may follow to obtain the best assistance available. BCC recognizes that the use and abuse of substances, alcohol, or other drugs can seriously impair individual and community health and safety, and also impact the employee's work performance. As such, such use and abuse is a deep concern for the entire BCC organization and community. This BCC policy governs all employee substance, alcohol, or other drug circumstances, except where otherwise expressly exempted by law. Where any BCC employee(s), not including the BCC President (for whom a similar and separate BCC Board of Trustees policy applies), has failed to follow the BCC Substance/Alcohol/Other Drugs Policy and program, he or she may be terminated from his or her BCC employment. In such cases, said employee shall not be eligible for rehire without written consent of the BCC President and the BCC Human Resources Director.

E. BCC Non-Immediate Termination Process and Procedures: Where BCC has actively sought to correct an employee's improper actions, inactions, or behaviors, and when such efforts are exhausted, a BCC employee may be terminated from his or her employment. Once Step Five of this policy is effected, the terminated employee, where eligible, may utilize any or all grievance mechanisms as provided within this policy and procedures manual. For purposes of any applicable BCC grievance in non-immediate termination cases, the date upon which any time-based considerations will be founded will be the exact date upon which the BCC employee was terminated in Step Four of this process. BCC employees whose employment has been terminated under this policy may or may not be eligible for rehire. Where circumstances do not warrant immediate termination of an employee, BCC will follow the following process:

- 1. Step One.** An eligible BCC employee's immediate supervisor shall make an appointment with the BCC Human Resources Department to recommend termination. Where the employee is an employee within the BCC Human Resources Department (but not the BCC Human Resources Director), the BCC Human Resources Director shall make an appointment with the BCC President to recommend termination. When the employee is a BCC departmental leader not the BCC Human Resources Director, the BCC President and BCC Vice-President shall meet with the BCC Human Resources Director. When the employee is the BCC Human Resources Director, the BCC President, BCC Vice-President, and one other BCC department leader shall meet. Where any position is unfilled or filled by an interim employee, the BCC President may select suitable alternates for any position required by this policy.
- 2. Step Two.** The parties outlined in Step One of this policy shall meet and review the facts and circumstances present within the BCC employee's individual experience and either recommend additional corrective action or recommend termination. The BCC representative recommending termination shall provide full and complete written documentation supporting his or her termination recommendation.
- 3. Step Three.** The BCC Human Resources Department shall provide the BCC representative recommending termination with the documents necessary to effect the termination and a copy of all applicable BCC grievance policies.
- 4. Step Four.** The BCC representative recommending termination shall meet with the BCC employee. The employee shall be provided written documentation explaining the reason(s) for his or her termination, all applicable exit documents, and a copy of all applicable BCC grievance policies.
- 5. Step Five.** Immediately following the meeting outlined in Step Four of this policy, the BCC representative recommending termination shall notify the BCC Human Resource Department and/or the BCC President of the termination. At such time, the BCC Human Resources

Department and/or the BCC President shall take all necessary steps to remove the terminated employee's access to BCC property, facilities, systems, and resources.

6. **Step Six.** The BCC representative recommending termination and the BCC Human Resources Department shall complete all exit requirements and fully process the final disposition of the terminated employee's pay and benefits in accordance with all law and BCC policy.
7. **Step Seven.** The BCC Human Resources Department shall place written documentation supporting or denying the immediately terminated employee's eligibility for rehire within the employee's BCC personnel file.

F. BCC Immediate Termination Process and Procedures: Where circumstances warrant, BCC may, upon written consent of the BCC President, immediately terminate an employee. Any BCC employee who is immediately terminated from his or her position may, where eligible, utilize any or all grievance mechanisms as provided within this policy and procedures manual. For purposes of any applicable BCC grievance in immediate termination cases, the date upon which any time-based considerations will be founded will be the exact date upon which the BCC employee was terminated in Step Seven of this process. In cases where the BCC representative immediately terminating the employee is able to contact the employee personally, the date of such contact shall be the date beginning any applicable time period within which an eligible immediately-terminated employee may engage a grievance action. In cases where the BCC representative immediately terminating the employee cannot personally contact the employee and must terminate the employee using the BCC Job Abandonment Policy, the date which is the third (3) business day after the date of the last day of the suspended BCC employee's suspension period shall be the date any grievance action time shall begin tolling. BCC employees whose employment has been immediately terminated may or may not be eligible for rehire. In such cases, said employee shall not be eligible for rehire without written consent of the BCC President and the BCC Human Resources Director. Where circumstances warrant immediate termination of an employee, BCC will follow the following process:

1. **Step One.** A BCC employee's immediate supervisor, where circumstances warrant, shall suspend a BCC employee for three (3) business days. In such cases, the BCC representative suspending an employee shall make the employee leave BCC property and turn in any BCC resources he or she may possess prior to leaving BCC property.
2. **Step Two.** Once a BCC representative has suspended a BCC employee and ensured the suspended employee has left BCC property, the representative shall immediately contact the BCC Human Resource Department and BCC President and request the suspended employee's access to BCC property, facilities, systems, and resources be eliminated.
3. **Step Three.** The BCC representative who suspended the BCC employee shall, within two (2) business days, schedule a meeting with the BCC Human Resources Department and the BCC President to recommend immediate termination. Such meeting may occur by electronic means. Where the employee is an employee within the BCC Human Resource Department (but not the BCC Human Resources Director), the BCC Human Resources Director shall make an appointment with the BCC President to recommend immediate termination. When the employee is a BCC departmental leader not the BCC Human Resources Director, the BCC President and BCC Vice-President shall meet with the BCC Human Resources Director. When the employee is the BCC Human Resources Director, the BCC President, BCC Vice-President, and one other BCC department leader shall meet. Where any position is unfilled or filled by an interim employee, the BCC President may select suitable alternates for any position required by this policy.
4. **Step Four.** The parties outlined in Step Three of this policy shall meet and review the facts and circumstances present within the BCC employee's individual experience and either recommend

additional corrective action or recommend immediate termination. The BCC representative recommending immediate termination shall provide full and complete written documentation supporting his or her immediate termination recommendation.

5. **Step Five.** The BCC President, upon review of the facts and circumstances, shall, in writing, approve or deny the suspended BCC employee's immediate termination. In cases where the BCC President denies the suspended BCC employee's immediate termination, the BCC representative recommending immediate termination and the appropriate parties defined in Step Three of this policy shall establish corrective action in order to address the employee's specific circumstances and experience.
6. **Step Six.** Where the BCC President has approved the suspended BCC employee's immediate termination in writing, the BCC Human Resource Department provide the BCC representative recommending termination with the documents necessary to effect the termination, a copy of the BCC President's written consent for the immediate termination, and a copy of all applicable BCC grievance policies.
7. **Step Seven.** Within three (3) business days of the BCC employee's suspension, the BCC representative recommending immediate termination shall contact the suspended BCC employee via telephone and inform him or her that her BCC employment has been immediately terminated. If the BCC representative recommending immediate termination is unable to contact the suspended BCC employee via telephone to inform him or her that his or her BCC employment has been immediately terminated, the BCC representative shall wait until the next business day following the last day of the BCC employee's suspension and begin following the BCC Job Abandonment Policy outlined within this manual. The BCC representative shall follow the BCC Job Abandonment Policy in its entirety until such time as the suspended BCC employee is terminated for job abandonment or the suspended BCC employee has contacted the BCC representative and been informed of his or her immediate termination.
8. **Step Eight.** Within five (5) business days of the BCC employee's initial suspension, the BCC representative recommending immediate termination shall mail the immediately terminated BCC employee written documentation explaining the reason(s) for his or her termination, all applicable exit documents, and a copy of all applicable BCC grievance policies.
9. **Step Nine.** Immediately following satisfaction of Step Eight of this policy, the BCC representative recommending immediate termination shall notify the BCC Human Resources Department and/or the BCC President of the immediate termination.
10. **Step Ten.** The BCC representative recommending termination and the BCC Human Resources Department shall complete all exit requirements and fully process the final disposition of the immediately terminated employee's pay and benefits in accordance with all applicable law and BCC policy.
11. **Step Eleven.** The BCC Human Resources Department shall place written documentation supporting or denying the immediately terminated employee's eligibility for rehire within the employee's BCC personnel file.

XII. EMPLOYEE GRIEVANCE POLICY

A. Purpose

1. BCC commits to establish and maintain a constructive solution-oriented mechanism to resolve employee grievances. The purpose of the BCC Employee Grievance Policy is to provide a mechanism whereby any employee who feels that he or she has been subjected to an unfair, wrong, or discriminatory act or decision may be assured of a prompt, orderly, and fair response to his or her grievance or appeal.
2. Only permanent Full-time employees are entitled to file grievances under the BCC Employee Grievance Policy.
3. Definition of grievance:
An employee grievance is an actual or perceived cause for protest or complaint arising out of some perceived or actual harm due to some action taken or not taken by BCC or a member(s) of the BCC community. Such alleged action has the impact of imposing upon a BCC employee's legal rights or has the impact of imposing upon an individual's right to work at BCC without fear and intimidation.
4. Actions or harms which may be grieved:
An eligible employee may grieve an actual or perceived action or harm they allege occurred due to some action taken or not taken by BCC or a member(s) of the BCC community which imposed upon their legal rights or imposed upon their right to work at BCC without fear and intimidation. Example of actions or harms which an eligible employee may grieve include, but are not limited to, terminations, suspensions, hostile work environments which have already been addressed through the established BCC Hostile Work Environment Policy, and employment actions resulting in benefit reductions. Examples of harms which an eligible employee may not grieve include, but are not limited to, management decisions such as duty assignments, work hour determinations, and other impacts from tasks designated as management responsibilities by BCC.

B. Policy

1. BCC is committed to ensuring all employees are treated fairly and consistently in all employment-related matters. Intimidation, harassment, coercion, or reprisal in any form against any employee for presenting either a formal or informal grievance is strictly prohibited.
2. Whenever possible, employees are encouraged to pursue the resolution of grievances through the informal process explained in the following procedure.
3. In the event that a grievance cannot be resolved through the informal process, an eligible employee may utilize the formal process as outlined.
4. Grievances, which are a necessary condition of equity, are best resolved promptly. For this reason, careful note should be made of the grievance guidelines outlined within this policy. BCC employees are highly encouraged to familiarize themselves with all BCC policies and procedures in advance in order to ensure of the employment rights and responsibilities he or she has. Any questions concerning the grievance and appeals procedure should be referred to a BCC employee's direct supervisor or BCC Human Resources Department staff.
 - a. Grievances will only be accepted if received and processed in accordance with the guidelines presented within this policy. Deviation from the guidelines presented within this grievance policy will not be tolerated. Any grievance which does not satisfy the

guidelines presented within this policy will not be accepted and no remedy for said grievance will be available.

- b. No grievance documents provided as part of any formal or informal grievance process will be accepted in any format other than written signed paper copy. No formal or informal grievance documents will be accepted via electronic means for any reason at any time.
7. BCC strives to ensure that employees have a fair and consistent method of redress in those instances where they feel they have been treated unfairly; it is the policy of BCC to provide both informal and formal avenues of resolution for employee grievances.
8. **Policy Communication.** The contents of BCC's grievance policy shall be communicated to every new employee. First line supervisors will review the procedures with employees and establish a mutual understanding of the need to resolve problems objectively with freedom from fear or retaliatory consequences or reprisals.
9. **Retaliation.** Pursuant to federal and tribal law, BCC is required to take all necessary steps to ensure that "no person intimidates, threatens, coerces, or discriminates against any individual for the purpose of interfering with the filing of a grievance or complaint, furnishing information, assisting or participating in any manner in an investigation, compliance review, hearing, or any other activity related to the administration of the federal or tribal laws requiring equal employment opportunity."
 - a. BCC shall not take retaliatory or punitive action against any individual who alleges discriminatory practices by anyone at BCC. Charges of harassment or retaliation will be expeditiously and vigorously investigated by BCC's administration.
 - b. If BCC determines that retaliatory or punitive action has been taken against an individual who alleges discriminatory practices, BCC will take action which may include sanctions ranging from verbal reprimand to dismissal. Such action will depend upon the existing law, regulations, and procedures which govern the disposition of such matter. In all cases, where possible, the person who has suffered the retaliation or punitive action will be offered redress.
12. **Conflict Resolution.** Wherever possible, BCC supports conflict resolution modes featuring mediated outcomes achieved by parties working and communicating together to arrive at shared solutions they could not otherwise find individually. All parties participating within either the formal or informal BCC employee grievance process are encouraged to seek out, create, approve, and participate in conflict resolution modes at each step of the process. BCC's support of mediated outcomes and alternate conflict resolution modes shall, at no time, alter the established procedures, steps, time requirements, and policies represented here, but shall serve as a general directive of organizational support for to all grievance participants.

C. Informal Grievance Procedures.

1. It is BCC's policy to provide an informal means for the discussion of and prompt, confidential, and impartial resolution of grievances.
2. An eligible employee may commence an informal grievance by contacting his or her immediate supervisor or the Human Resources Office. He or she may then express the issue which he or she seeks to informally grieve.
3. Once an eligible employee seeking to initiate an informal grievance with his or her immediate supervisor or the BCC Human Resources staff member has expressed the issue which he or she seeks to informally grieve, the immediate supervisor or the BCC Human Resources staff member will inform the employee if the issue they seek to grieve is one which falls within BCC Employee Grievance Policy.

4. If the issue an eligible employee seeks to informally grieve is one which does fall within the guidelines presented within the BCC Employee Grievance Policy, the immediate supervisor or BCC Human Resources staff member shall, within 5 working days, schedule an informal grievance conflict resolution session.
5. An informal grievance conflict resolution session shall occur at the BCC Human Resources Office. BCC Human Resources staff member(s) will document the occurrence of the informal grievance conflict resolution session, a brief description of the eligible employee's issues, and the outcomes desired to resolve the eligible employee's issues.
6. All parties to an informal grievance conflict resolution session shall acknowledge in writing the issues and outcomes addressed within the session.
7. The sole objective of the informal grievance process is to provide prompt, confidential resolution to employee grievances.
8. Eligible BCC employees with grievances are encouraged to use the informal grievance procedure prior to initiating a formal grievance.

D. Formal Grievance Procedure (Where Not the BCC President)

Only permanent Full-time employees are entitled to file grievances under the BCC Employee Grievance Policy. BCC employees with temporary status are not eligible to file grievances under the BCC Employee Grievance Policy.

1. Step One.

The eligible employee shall prepare the formal grievance in writing, including facts and relief sought. A written formal grievance should present a clear and concise statement of the grievance, including relevant dates of acts or decisions, and all issues involved.

An eligible employee shall deliver a signed written paper copy of the formal grievance to his or her immediate supervisor and the BCC Human Resources Department, within five (5) business days of the alleged act, harm, or decision or within five (5) business days of the informal grievance conflict resolution session (as defined in subsection C of this policy).

The BCC Human Resources Department will time stamp the signed written paper copy of the formal grievance submitted by an eligible employee. The date and time stamped at that time will be the date and time used for all time-sensitive actions throughout the duration of the formal grievance process.

2. Step Two.

Within five (5) business days of receiving an eligible employee's formal grievance, the eligible employee's immediate supervisor shall schedule a meeting with the employee and the BCC Human Resources Director to discuss the grievance and gather evidence.

3. Step Three.

Within five (5) business days of the meeting between the immediate supervisor, the employee, and the BCC Human Resources Director, the immediate supervisor shall issue a written decision. Signed, written copies of the decision shall be immediately provided to all involved parties and the BCC Human Resource Department.

4. Step Four.

If an eligible employee's formal grievance is not resolved through the formal grievance process defined in steps 1-3, an eligible employee may file a signed, written appeal within five (5) business days following receipt of the written decision of the immediate supervisor as contemplated by Step Three of this policy.

A formal appeal shall be a written request for a review of the eligible employee's grievance by the employee's highest level department administrator. A department administrator has (5) business days to submit a signed, written decision affirming, amending, or reversing the prior decision of the eligible employee's immediate supervisor. Signed, written copies of the decision shall be immediately provided to all involved parties and the BCC Human Resources Department.

If an eligible employee's immediate supervisor is the highest level department administrator, the employee may submit a signed written appeal to the BCC President. In such cases, the BCC President shall, within five (5) business days, submit a signed, written decision affirming, amending, or reversing the prior decision of the eligible employee's immediate supervisor. Signed, written copies of the decision shall be immediately provided to all involved parties and the BCC Human Resources Department.

5. Step Five

If the formal grievance is not resolved to the eligible employee's satisfaction through Step 4 of the formal grievance process, the employee may, within (3) business days of receipt of the written decision provided in Step 4, submit an appeal to the BCC President.

Upon receipt of a Step 5 signed written appeal, the BCC Executive Leadership Team shall consider the appeal. The BCC Personnel Committee may review any or all relevant documents and conduct formal or informal hearings with all parties to the grievance at their discretion. If the BCC Personnel Committee elects to conduct an informal hearing relating to a Step 5 appeal matter, such hearing must occur within (5) business days of receipt of the signed written Step 5 appeal.

The BCC Personnel Committee shall issue a written decision affirming, amending, or reversing a prior determination within (7) business days of the conclusion of any Step 5 appeal informal hearing. If no Step 5 appeal informal hearing occurred, the BCC Personnel Committee shall issue a written decision affirming, amending, or reversing a prior determination within (10) business days of receipt of the eligible employee's Step 5 appeal. Signed, written copies of the decision shall be immediately provided to all involved parties and the BCC Human Resources Department.

For purposes of a Step 5 appeal, if the position of BCC President or BCC Vice-President is vacant, the Chair of the Board of Trustees shall assign an appropriate party to fulfill the role of the BCC President upon the BCC Personnel Committee.

Upon issuance of the BCC Personnel Committee's signed written Step 5 appeal decision affirming, amending, or reversing a prior determination, the eligible employee's grievance shall be forever closed. Such final resolution represents exhaustion of an eligible employee's grievance remedies. BCC Personnel Committee decisions are final and may not be further challenged.

E. BCC President Grievance Policy (For use only when the immediate supervisor is the BCC President)

Only permanent Full-time and Part-time employees whose immediate supervisor is the BCC President are entitled to file grievances under the BCC President Grievance Policy. All other permanent BCC employees and all temporary BCC employees are ineligible to file grievances under this policy.

- 1. Step One.** The eligible employee shall prepare the formal grievance in writing, including facts and relief sought. A written formal grievance should present a clear and concise statement of the grievance, including relevant dates of acts or decisions, and all issues involved.

An eligible employee shall deliver a signed written paper copy of the formal grievance to the BCC President and the BCC Human Resources Department Director, within five (5) business days of the alleged act/harm/decision or within five (5) business days of the informal grievance conflict resolution session (as defined in subsection C of the BCC Employee Grievance Policy).

The BCC Human Resources Department will time stamp the original signed written paper copy of the formal grievance immediately upon submission by an eligible employee. The date and time stamped at that time will be the date and time used for all time-sensitive actions throughout the duration of the formal grievance process.

- 2. Step Two.** Within five (5) business days of receiving an eligible employee's formal grievance, the BCC President shall schedule a meeting with the employee, the BCC Vice-President, three Senior Administrators selected by the BCC Board of Trustees Chair, and the BCC Human Resource Director to discuss the grievance and gather evidence.

If the eligible employee is the BCC Vice-President, the meeting shall be scheduled with the employee, the BCC President, the BCC Human Resources Director, and three Senior Administrators selected by the BCC Board of Trustees Chair.

If the eligible employee is the BCC Human Resources Director, the meeting shall be scheduled with the employee, the BCC President, the BCC Vice-President, and three Senior Administrators selected by the BCC Board of Trustees Chair.

- 3. Step Three.** Within five (5) business days of the meeting between the eligible employee, the BCC President, the BCC Vice-President (if not the eligible grieving employee), the BCC Human Resources Director (if not the eligible grieving employee), and the three Senior Administrators selected by the BCC Board of Trustees Chair, the three Senior Administrators selected by the BCC Board of Trustees Chair shall issue a written decision which must be signed by all parties except the eligible employee.

If the three Senior Administrators cannot achieve consensus collectively, they shall arrive at a majority determination between themselves. Signed, written copies of the decision shall be immediately provided to all involved parties, the BCC Human Resource Department, and the BCC Board of Trustees Chair.

- 4. Step Four.** If an eligible employee's formal grievance is not resolved through the formal BCC President Grievance Policy process defined outlined in Steps 1-3, an eligible employee may submit a signed, written appeal within five (5) business days following receipt of the written decision of the three Senior Administrators as contemplated by Step Three of the BCC President Grievance Policy, to the BCC Board of Trustees Chair.

Upon receipt of a BCC President Grievance Policy Step 4 signed written appeal timely filed by an eligible employee, the BCC Board of Trustees Chair shall select four additional appropriate candidates from any position within the BCC community to join in considering the eligible

employee's appeal. Together, the BCC Board of Trustees Chair and the four additional delegates shall hear the eligible employee's appeal.

The BCC Board of Trustees Chair and his or her four delegates may review any or all relevant documents and conduct formal or informal hearings with all parties to the appeal at their sole discretion. If they elect to conduct an informal hearing relating to an appeal matter, such hearing must occur within five (5) business days of receipt of the signed written appeal.

The BCC Board of Trustees Chair and his or her four delegates shall issue a written decision affirming, amending, or reversing a prior determination within seven (7) business days of the conclusion of any informal hearing(s). If no informal hearing occurs, the BCC Board of Trustees Chair and his or her delegates shall issue a written decision affirming, amending, or reversing a prior determination within ten (10) business days of receipt of the eligible employee's timely filing of an appeal. Signed, written copies of the decision shall be immediately provided to all involved parties, the BCC Human Resources Department, and each member of the BCC Board of Trustees.

For the purposes of the BCC President Grievance process, if any position required to participate within the process is vacant or filled by any individual with an employment classification other than permanent, the BCC Board of Trustees Chair shall either approve of the non-permanent employee's assumption of the duties of his or her position as required under the BCC President Grievance process or assign an appropriate party to fill the position for purposes of hearing an eligible employee's grievance or appeal.

Upon issuance of the BCC Board of Trustees Chair and his or her delegates' written decision affirming, amending, or reversing a prior determination, the eligible employee's grievance shall be forever closed. Such final resolution represents ultimate exhaustion of an eligible employee's grievance remedies under the BCC President Grievance Policy.

The BCC Board of Trustees Chair and his or her delegates' written BCC President Grievance Policy appeal decisions are final and may not be further challenged.

XIII. COMPENSATION

A. Salary Range Policy and Wage Scales.

Beginning salaries and increments are governed by the Institutional Policies and Procedures that are approved by the Board of Trustees and carried out by the President if funds are available. The wage scales for all employees are set out in Appendix B of this manual.

B. Salary Increases.

For all employees the President shall review salaries on an annual basis and recommend increases based on salary scales, provided revenues are sufficient to handle the increases to the Board of Trustees for approval.

C. Payroll Schedule and Deductions.

Payroll is set up on a twenty-six pay period basis (bi-weekly). Automatic payroll deductions are made for the following:

1. FICA (Social Security)
2. FICAHI (Medicare)
3. Federal Income Tax
4. State Income Tax (not applicable to enrolled Blackfeet tribal members living and working on the Blackfeet Reservation)
5. Other taxes and benefits, if applicable
6. Other voluntary deductions
7. Salary advances, if applicable

XIV. TEMPORARY DETAIL OF PERMANENT EMPLOYEES

The President may detail a permanent employee to a vacant new or existing position for a period of 90 calendar days based upon the employee's eligibility to meet the qualifications of the position. BCC will comply with the Recruitment and Hiring provisions of Section VI (E) of these Policies to permanently fill the vacant position. The detailed employee will retain all benefits as a permanent employee while detailed to the vacant position. If the detailed employee is not hired permanently in the detailed position within 90 days, they may reassume their initial position.

XV. EMPLOYEE BENEFITS

A. Legally Required Payments:

1. Unemployment Insurance. All employees are covered by unemployment insurance as provided by the Employment Security Division of Montana.
2. Workmen's Compensation. All employees are covered by Workmen's Compensation for the purpose of offsetting the loss of income suffered by an employee who is injured on the job.
3. Federal Insurance Contributions Act (FICA, Social Security). FICA covers all employees.

B. Fringe Benefits:

1. Term Life Insurance. \$20,000 of Term Life Insurance is provided for full and half-time regular employees. The College agrees to contribute 100 percent of the present coverage. Coverage will begin at the end of the probationary period.
2. Accidental Death and Dismemberment. \$20,000 of Accidental Death and Dismemberment insurance is provided for full and half-time regular employees. The College agrees to contribute 100 percent of the present coverage. Coverage will begin at the end of the probationary period.
3. Long-term Disability. This plan of Long Term Disability Insurance provides you with income protection if you become disabled from a covered accidental bodily injury, sickness, or pregnancy.
4. Retirement. Retirement is provided for all full-time and half-time regular employees. The College agrees to contribute four percent of the employee's salary. Contributions will begin at the end of the probationary period.
5. Tuition Waivers. Full-time regular employees, spouses and up to two children at a time can enroll for six college credits, tuition free. Employees must ensure that said courses do not conflict with professional responsibilities. Part-time employees can enroll for three college credits, tuition free, providing said courses do not conflict with professional responsibilities. These waivers do not cover fees or books.
6. Salary advances: Salary advances may be given to regular full-time and half-time employees (temporary, probationary, adjunct faculty and student employees are not eligible for salary advances) if an emergency exists and the following is adhered to:
 - a) A Payroll Advance Request must be submitted to the immediate supervisor and President who will approve or disapprove the request.
 - b) The total amount advanced cannot exceed \$250.00 or 50% of gross pay at the time of the advance, whichever is lesser amount, for one pay period.
 - c) The employee must agree in writing that the total amount of the advance may be deducted from the following paycheck.
 - d) The employee will not be eligible for further salary advances if he/she fails to abide by this policy.
 - e) Records of salary advances are kept in the Business Office.
 - f) Emergency Defined. The common definition of "emergency" applies: "1. a serious situation or occurrence that happens unexpectedly and demands immediate action. 2. A condition of urgent need for action or assistance" (American Heritage Dictionary, 4th Edition 2000).
 - i. An employee emergency exists for sudden family legal, medical, or funeral expenses, which creates an unexpected temporary financial hardship for the employee and his or her immediate family. No other financial emergency will qualify. "Immediate family" means those relationships defined as "relative" in Funeral Leave (Article XIII, Section 8).
 - ii. Routine medical and legal appointments scheduled in advance do not qualify.
 - g) Request. The employee must submit a written request to his or her supervisor indicating the nature of the emergency, family relationship, and amount of advance being requested. The

finance director or payroll accounting clerk must approve eligibility for the advance and the amount requested before the advance is processed.

- i. The request should be presented as early as possible with a minimum of four (4) working hours between submitting the request and the salary advance payment being processed.
 - ii. An employee who submits false information for the purpose of obtaining a salary advance will be subject to disciplinary action.
7. **Paid Holidays and Breaks.** All full-time and half-time regular employees receive compensation for all holidays and breaks. In order to receive pay for a scheduled holiday an employee must be in a “work” or “paid leave” status on his/her scheduled workday immediately preceding and immediately following the holiday. Holidays include, but are not limited to, the following:
- Labor Day
 - American Indian Heritage Day
 - Veteran’s Day
 - Thanksgiving and the day after
 - Christmas Break (including New Year’s Day)
 - Martin Luther King Day
 - All Chiefs' Day
 - Good Friday and Easter Monday
 - Memorial Day
 - North American Indian Days (2 days)
 - Heart Butte Indian Days (2 days)
 - Independence Day
- Special holidays may be authorized in accordance with directives of the Blackfeet Tribe or in accordance with special directives of the College as approved by the Board.

C. General Leave Policy. Leave is defined as any authorized absence with or without pay during regularly scheduled work hours that is approved by the employee’s supervisor. Leave shall be granted in accordance with these rules on the basis of work requirements. The employee’s supervisor must approve all leave in advance. The employee should complete appropriate leave slips, have them approved, and submit them to Payroll Office, with a copy to the department secretary. Leave may not be granted if it interferes with the operation of a department.

1. **Time and Attendance Records.** Classified employees are required to document time reporting to work and time departing from work, and leave used on a daily basis, and turned in bi-weekly to the department secretary. Supervisors must approve any leave used prior to it being documented on an employee’s bi-weekly time records. If the employee will be late, is ill, or needs to take leave, the supervisor must be notified. The bi-weekly time period shall end the Friday before payday.
2. **Paid Leave:**
 - a) Each full-time, non-instructional employee will be entitled to 26 days of paid leave per year accrued at a rate of 1 day per pay period up to the third-year anniversary date; 32.5 days of paid leave per year accrued at a rate of 1.25 days per pay period after the third-year anniversary date; and 39 days of paid leave accrued at a rate of 1.5 days per pay period after eighth-year anniversary date. Part time employees will accrue leave in proportion to the hours worked per pay period. Employees may retain up to 30 days annual leave accrued prior to adoption of this policy.
 - b) Employees may begin utilizing paid leave after completing their probationary period.
 - c) An employee may carry 30 days of unused leave into the next year.
 - d) Paid leave days can be utilized for vacation, illness, or personal leave and may utilized by the hour.

- e) Paid leave used for other than illness must be approved by the supervisor two working days in advance.
3. **Family Leave.** In the case of a serious health condition of an employee or immediate family, or because of the birth of a child of an employee, or because of the placement of a child with the employee for adoption or foster care, an eligible employee will be placed on family leave.
- a) A request for family leave must be supported by a certification from a health care provider. Such certification should include:
 - i. The date on which the serious health condition commenced;
 - ii. The probable duration of the condition;
 - iii. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
 - iv. A statement that the employee unable to perform the functions of the position of the employee; or
 - v. A statement that the employee is needed to care for the immediate family member and an estimate of the time that the employee is needed to care for the immediate family member.
 - b) Employees will not be paid for family leave but must utilize accrued paid leave, and when these credits are exhausted, the employee will be considered on “leave without pay” (LWOP).
 - c) Total family leave for an employee may not exceed twelve weeks during any 12-month period. BCC may invoke family leave for an employee that has taken extended leave for personal or family health reasons to insure the total amount of family leave does not exceed the 12 weeks.
 - d) Employee’s rights and status remain in effect during family leave and following the employee’s return to work.
 - e) A “Serious Health Condition” is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.
 - f) Immediate family for the purposes of this policy is defined as spouse, son, daughter, father, mother, or other legal dependents, regardless of residence, and anyone who resides in the same household.
 - g) In order to be eligible for family leave, an employee must have been employed by the College for at least twelve months prior to the family leave, and for at least 1,250 hours of service with the College during the previous twelve-month period.
 - h) The employee should notify his/her supervisor 30 days in advance of the expected date the leave is to begin, if foreseeable.
4. **Leave Without Pay.**
- a) The President may authorize leave without pay for justifiable personal reasons for a period not to exceed thirty days.
 - b) An employee may not earn paid leave when on Leave Without Pay (LWOP) status.
5. **Unauthorized Leave.**
- a) Unauthorized absences shall be charged as absent without leave (AWOL) and the employee shall receive no compensation for the time.
 - b) Two instances of being absent without leave are grounds for dismissal of an employee. (See Dismissal, Section XI)
 - c) An employee may not accrue paid leave when on AWOL status.
6. **Administrative Leave.**
- a) The President or his/her representative may grant administrative leave due to adverse weather conditions or other emergency situations affecting all employees.

- b) Administrative leave may be granted with pay to attend meetings and conferences and to engage in activities that the supervisor feels will be beneficial to the employee's service to the College.
 - c) Administrative leave, with pay, may be granted to an employee under investigation for any matter related to BCC if the employee's presence will create a perceived or real conflict of interest. Such administrative leave shall not exceed 60 days.
7. **Court and Jury Leave.**
- a) Employees are granted jury leave with pay for the period of jury duty in tribal, country, state, or federal courts.
 - b) When an employee appears as a witness under subpoena or direction of the proper authority she/he will be granted paid court leave for such service.
8. **Educational Leave:**
- a) Leave with pay not to exceed five hours per week, with a maximum of two hours per day, will be granted for educational leave if attendance at an educational institution will benefit the college and aid the employee's professional and/or cultural development.
 - b) All educational leave requests must be documented with and approved by the President or Senior Administrator, whichever is appropriate.
9. **Sabbatical Leave.**
- a) BCC Faculty and Senior Administrators, in the fifth year of service at the College or thereafter shall become eligible and may be granted sabbatical leave. Sabbatical leave shall be granted for the purpose of study or other educational pursuits that will result in a direct benefit to BCC. An employee granted sabbatical leave shall return to the College for at least two academic years upon the expiration of the leave.
 - b) Sabbatical leave shall not exceed one calendar year.
 - c) Applications for sabbatical leave should be submitted to the President or appropriate Senior Administrator as early as possible but no later than March 1. The application should state the nature of the leave and the benefits to be derived from that sabbatical leave by the employee and the College.
 - d) The President or Senior Administrator shall evaluate the application and submit it, along with recommendations, to the President who shall make the final decision.
 - e) The employee, upon return from sabbatical leave, shall provide the Senior Administrator with a written evaluation of the sabbatical experience.
 - f) No more than one faculty member and one administrator may be on sabbatical leave during any part of the academic year.
 - g) Employees shall become eligible for another sabbatical leave in the seventh year of service following the end of the sabbatical leave.
10. **Military Leave.** Only regular full-time employees who are members of any reserve component of the US Armed Forces will be allowed LWOP for required training or duty not to exceed fifteen working days during one academic year. In the event that the time required for such duty is longer, the time shall be designated at the discretion of the supervisor.

XVI. TRAVEL

- A. General Travel Policies.** Travel will be allowed for the purposes of education/job skills improvement, to attend mandatory program meetings, to receive technical assistance, for fund-seeking purposes, or for the betterment of the College.
1. **Institutional Regulations.** The College travel regulations will be recognized by the College as a guide for per diem and mileage rates.
 2. **Approval.** The supervisor, the appropriate Senior Administrator and the President must approve all travel. The President's travel is to be approved by the Board.
 - a) **Travel Request:** Each Blackfeet Community College employee who is eligible for travel will be required to submit a travel request a minimum of five (5) working days prior to the date of departure, if other than local reservation travel. The travel request should include dates of travel, times of departure and return, purpose of travel, account number, copy of agenda or brochure of event to be attended, and all appropriate signatures of approval. The President may approve travel requests submitted less than five (5) working days prior to the date of departure if the travel is necessary to Blackfeet Community College operations. A completed Emergency Travel Request Form must be submitted by the employee.
 3. **Per Diem.**
 - a) The rates of the U.S. General Services Administration (GSA) in effect at the time of travel will be used.
 - b) Foreign travel per diem rates vary widely between countries and within countries and are maintained by the U.S. State Department for government contractors. Obtain the rates from http://aoprals.state.gov/web920/per_diem.asp. Attach a hardcopy to the Travel Request to document the rate.
 - c) Reimbursable expenses beyond per diem:
 - i. Airport parking
 - ii. Taxi/Shuttle/Bus from airport to hotel and return to airport.
 - iii. Luggage fees for one piece of luggage per traveler. Any charges for additional luggage or overweight luggage are the responsibility of the traveler.
 - iv. Original receipts must be submitted with requests for reimbursement.
 4. **Driving versus flying.** For out of state travel, if an employee chooses to drive rather than fly to a destination, per diem will not be paid for additional days of travel. In addition, the mileage requested may not exceed the cost of an airline ticket purchased two weeks prior to departure to the same destination.
 5. **Lodging.** All lodging costs will be charged to the College's credit cards. The appropriate account will be charged the cost of the rooms when the credit card bill is received by the Department Secretary/Administrative Assistant.
 6. **Airline Fares.** Airline fares will be charged to the College's credit card. The appropriate account will be charged the cost of the airline fare when the bill is received by the Department Secretary/Administrative Assistant. Fees for changes made to airline tickets not due to emergency may not be charged to the College, but are the responsibility of the traveler.
 7. **Registration fee.** If the cost of the registration fee is included in the travel check, a receipt for the registration fees must be attached to the trip report.
 8. **Car Rental.** If necessary to rent a car due to travel distance or lack of transportation, car rental fees will be charged to the College's credit card. The appropriate account will be charged the cost of the car rental when the credit card bill is received by the Department Secretary/Administrative Assistant. The traveler must submit a copy of the rental agreement with the trip report.
 - a) Standard car rental will be intermediate class automobile.

- b) The College is insured for employee use of rental cars, so it is not necessary to incur any additional charge for collision or damage deductibles waiver or any other optional insurance offered by the rental company. Charges for such optional insurance will not be paid by the College.
 - c) If special conditions exist and other than the intermediate size automobile is necessary, the reason must be documented on the trip report.
9. **Mileage.** Mileage will be paid at the state mileage rate. A current driver's license and proof of insurance are required to be presented to the Finance Office when requesting mileage. For out of state travel, mileage requested may not exceed the cost of an airline ticket to the same destination. If using a college vehicle, mileage will be paid to the Transportation Department.
 10. **Local Travel.** Any local travel for the purpose of fulfilling College business may be reimbursed at the state mileage rate. Employees must submit a mileage report (odometer reading). A current driver's license and proof of insurance are required to be presented to the Finance Office when requesting reimbursement.
 11. **Trip Report.** A trip report must be completed within five days after return to work. The report will be used as justification for travel required for auditing purposes. The trip report should include a summary of the nature of the travel, the benefit received by the employee due to the travel, and the benefit to the college due to the travel. Receipts for lodging, gasoline, incidental expenses, and documentation of attendance (registration receipt, certificate, sign-in sheet) must be attached to the trip report. Further travel will be denied until trip reports are submitted.
 12. **Cancellations.** If travel is cancelled, all travel funds must be returned to the Finance Office within 24 hours.
 13. **Probationary Employees.** Probationary employees are only eligible for travel directly related to job performance, i.e., mandatory program meetings, and training. If probationary employees leave employment with the College within the probation period, they are responsible for paying back all travel costs.
 14. **Temporary Employees.** Temporary employees are not eligible for travel unless required to perform duties and approved by the President.
 15. **Conduct.** Employees represent the College while on travel and should conduct themselves in an appropriate manner.

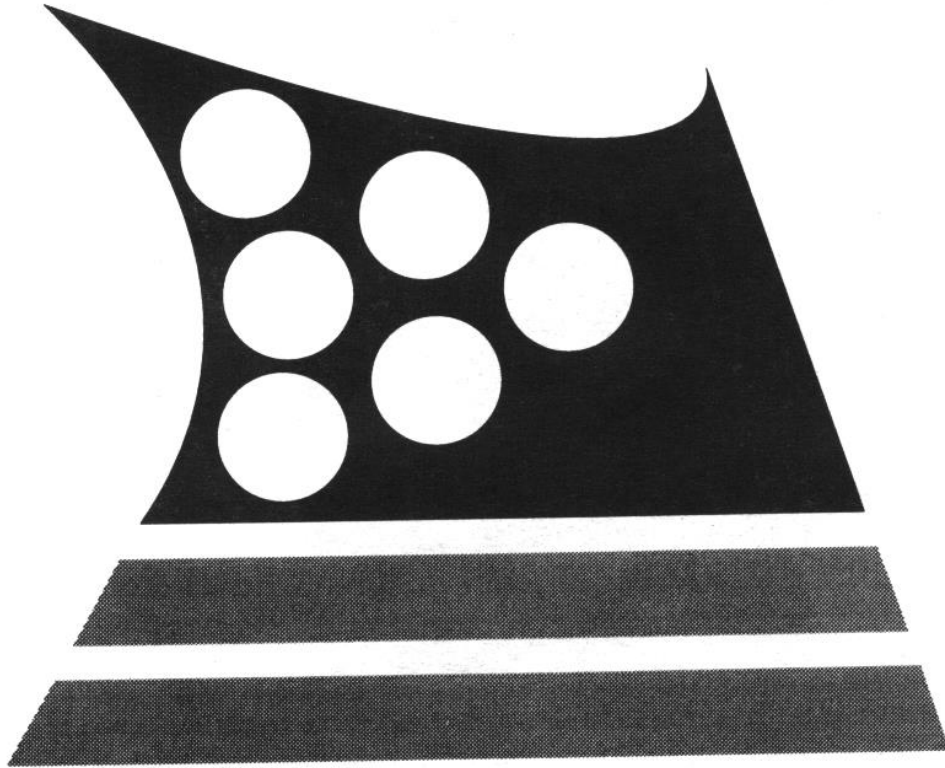
B. General Travel Procedures.

1. The traveler or grant coordinator, in coordination with the Department Secretary/ Administrative Assistant, will handle all travel arrangements. Travel requests must be filled out completely, including appropriate account number, and signed by the supervisor, Senior Administrator, and President.
2. A copy of the agenda or brochure must be attached to the travel request for back up.
3. A copy of the approved/disapproved travel request will be put in traveler's mailbox.
4. Airline reservations may not be made or registration fees paid until travel is approved. Any employee making any travel arrangements/registration prior to President's approval will be liable for payment of these arrangements if travel is not approved.
5. Traveler is recommended to make reservations using lowest/most economical rate available. After making lodging reservations, hotel information must be given to the Executive Secretary/Administrative Assistant for the appropriate department, who will contact the hotel with the College's credit card information.
6. Travel will be processed in accordance with the Finance Office check processing procedures.

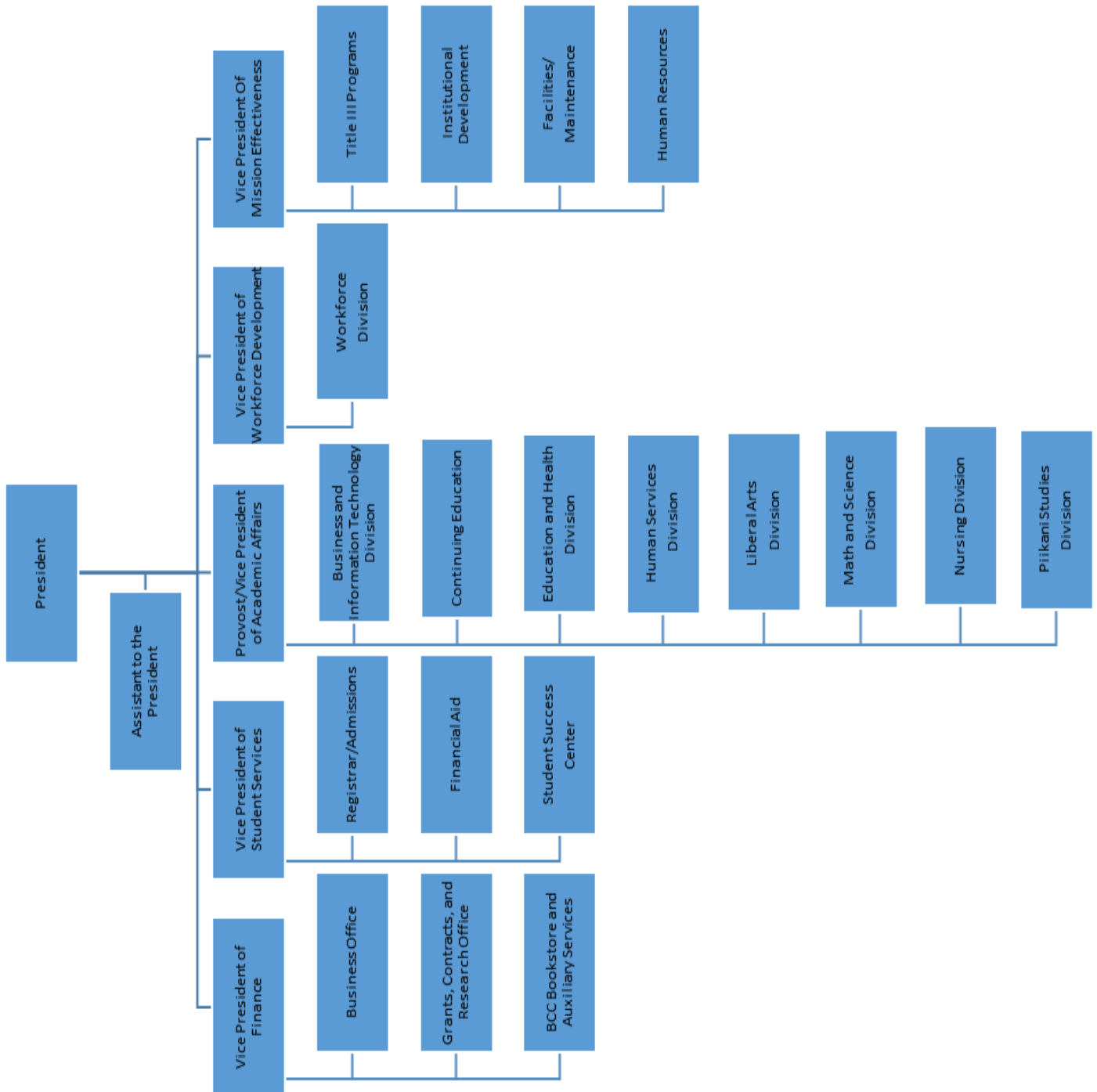
C. Credit Card Policy.

1. Credit cards will be used for Blackfeet Community College travel purposes only. The Department Secretaries/Administrative Assistants will have authority to reserve rooms, airfare and vehicle rentals for Blackfeet Community College employees.
2. Unallowable expenses: The traveler will be responsible for any phone calls or charges beyond the actual room rate and taxes.
3. Payment: All payment requests will be due in the Finance Office for payment processing five business days after receipt of the monthly bill. All travel documentation must be attached for each payment requested. The number of nights approved on the travel form will be the amount allowable to submit for payment.
4. BCC reserves the right not to be responsible for any charges not listed in the policy. Individual credit card holders will be responsible for any unauthorized charges.

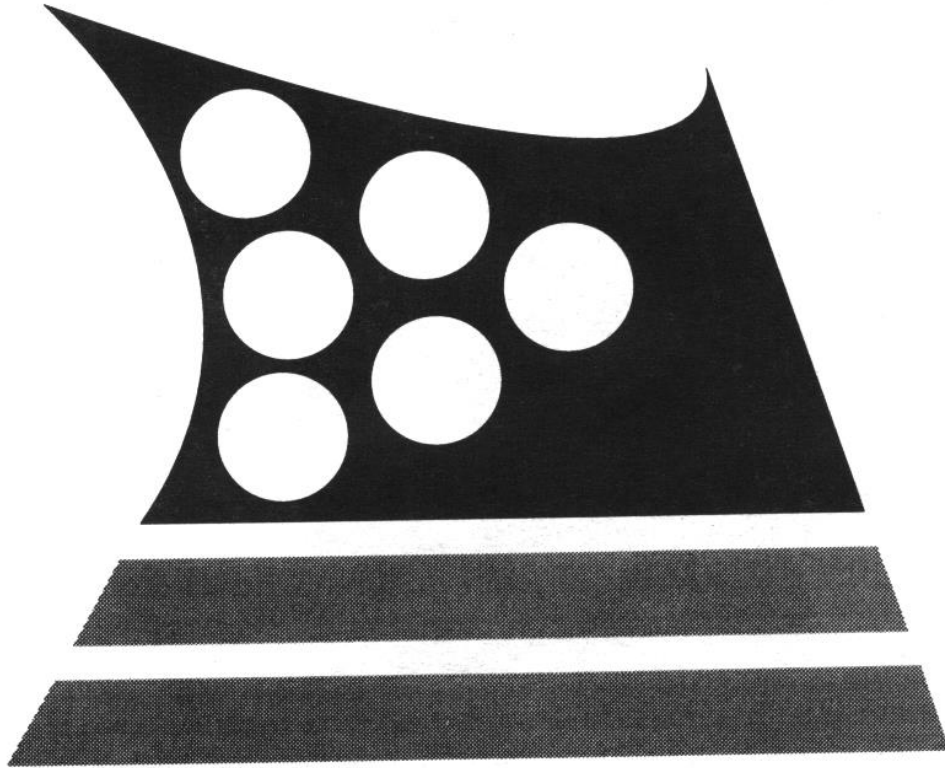
Appendix A



Organizational Chart



Appendix B



Employee Compensation System

A. Employee Compensation System. The Employee Compensation System is structured to ensure there is equitable compensation for all employees throughout the college. The Compensation System is organized based on responsibility, education, and experience.

Identification of positions within the system does not guarantee that a position exists all the time. The College will survey needs and will employ those positions that are necessary if funds are available. Many times, the College will receive a grant that will fund certain positions on a one-time basis. A position funded by a grant will not necessarily be paid at the amount stated in the grant budget.

Beginning salaries and increments are governed by the Institutional Policies and Procedures, which are approved by the Board and carried out by the President if funds are available. Salary policies will apply to grant and non-grant budgets alike.

B. Employee Compensation Set Up. The Employee Compensation System is arranged with different pay scales according to position with Senior Administrators being the highest. However, this does not mean that one position is more important than another. There are different types of positions grouped within the pay scales. Each position has its own base wage, required education, and minimum experience.

What the position does and the type of responsibility that position holds separate the pay scales. Responsibility may include supervising, performing a major function within a department or providing direct services to students, clients, employees, and instructional personnel. Performing technical work that requires more skill and knowledge than support staff but not management duties may also be included. There are other positions at the Blackfeet Community College that provide only support services; these positions are normally at the entry level.

The Senior Administrators and the Administrators pay scales are for administrative and managerial positions. The Faculty pay scale is for those positions that provide instructional services. Service Professional pay scale is for those positions that provide academic support, student service or institutional support whose assignments require a bachelor degree or higher. The Classified pay scale is for supportive positions. Below are the pay scales and positions held at the Blackfeet Community College:

Senior Administrator Pay Scale

- Chief Financial Officer
- Dean of Workforce Development
- Institutional Researcher
- Student Success Center Director
- Vice-President for Academic Affairs and Student Services

Faculty Pay Scale

- Instructors

Administrator Pay Scale

- Auxiliary Services Director
- Deputy Financial Officer
- Director of Information Technology
- Director of Library Services
- Division Chairs
- Facilities Director

Financial Aid Officer
Grant Directors
Grants Manager
Human Resources Director
Registrar/Admissions Officer
Research Coordinator
Student Activities Director

Classified Pay Scale

Office Clerk
Receptionist
GED Testing Aide
Secretary
Custodian
Admissions Assistant
Alternative Energy Technician
Finance Cashier
Financial Aid Technician
Library Technician
Media Relations Technician
Program Administrative Assistant
Registrar Assistant/Data Collection Technician
Department Administrative Assistant
Department Executive Secretary
Network Technician
Bookstore Technician
Maintenance Technician

Service Professional Pay Scale

Activities Coordinator
Career Development Coordinator
Counselors
Disabilities Coordinator
Finance Specialists
Learning Center/Data Coordinator
Planning Coordinator

C. Determining Minimum Education and Experience Requirements. Employees must meet certain education requirements for most positions. Transcripts, with the degree posted, from a post-secondary institution will be required as documentation for the education obtained. Degrees used to meet minimum standards must be in the area of employment.

Credits earned and used to move laterally must also be in the area of employment.

Employees must also meet certain experience requirements for all positions. The applicant must provide documentation of prior experience on the employment application. Work experience used to meet minimum standards must be in the area of employment.

D. Base Salary, Steps, Increments and Outside Experience. Base salary is the starting salary or wage for an employee who meets the minimum education and experience requirements.

Years of experience outside the college used in determining salary scale placement are limited to five. In regards to the type of experience, work experience in a similar setting (post-secondary) or direct experience (Blackfeet Community College or Tribal College) is more relevant in helping to work toward institutional goals and therefore is given more weight in hiring.

Base salary also refers to an employee with full-time employment, meaning they work for twelve months or 2080 hours per year. Any time an employee works less, then his/her salary will be converted into appropriate amounts for the duration of their employment. Instructional employees have their own definition of full-time and less than full-time.

Step increases are given to eligible employees on a yearly basis depending on funds availability. Eligible employee is defined as any employee who has been in their current position for at least eight months prior to the effective date of the step increase. Budgets should provide for 4% step increases yearly; however, such increases must be authorized by the Board of Trustees before they will be implemented. The Board may decide, given the overall financial condition of the College, not to approve such increases or to utilize the budgeted amounts differently. The decision for step increases will apply to grants and non-grant budgets alike.

E. Classified Staff Pay Scale. Classified Staff positions are designated for those employees who provide support services to any of the departments of the Blackfeet Community College. The minimum educational requirement for some positions is a high school degree (or equivalency) with certificates, etc., while an associate degree is required for most positions. Specific educational and experience requirements will be listed in the position description and advertisement for each position.

Years of Exp.	Sched A	Sched B	Sched C	Sched D	Sched E	Sched F	Sched G	Sched H	Sched I
0	\$8.00	\$8.40	\$8.82	\$9.26	\$9.72	\$10.21	\$10.72	\$11.26	\$11.82
1	\$8.32	\$8.74	\$9.17	\$9.63	\$10.11	\$10.62	\$11.15	\$11.71	\$12.29
2	\$8.65	\$9.09	\$9.54	\$10.02	\$10.52	\$11.04	\$11.60	\$12.18	\$12.78
3	\$9.00	\$9.45	\$9.92	\$10.42	\$10.94	\$11.49	\$12.06	\$12.66	\$13.30
4	\$9.36	\$9.83	\$10.32	\$10.83	\$11.38	\$11.94	\$12.54	\$13.17	\$13.83
5	\$9.73	\$10.22	\$10.73	\$11.27	\$11.83	\$12.42	\$13.04	\$13.70	\$14.38
6	\$10.12	\$10.63	\$11.16	\$11.72	\$12.30	\$12.92	\$13.57	\$14.24	\$14.96
7	\$10.53	\$11.05	\$11.61	\$12.19	\$12.80	\$13.44	\$14.11	\$14.81	\$15.55
8	\$10.95	\$11.50	\$12.07	\$12.67	\$13.31	\$13.97	\$14.67	\$15.41	\$16.18
9	\$11.39	\$11.96	\$12.55	\$13.18	\$13.84	\$14.53	\$15.26	\$16.02	\$16.82
10	\$11.84	\$12.43	\$13.06	\$13.71	\$14.39	\$15.11	\$15.87	\$16.66	\$17.50
11	\$12.32	\$12.93	\$13.58	\$14.26	\$14.97	\$15.72	\$16.50	\$17.33	\$18.20
12	\$12.81	\$13.45	\$14.12	\$14.83	\$15.57	\$16.35	\$17.16	\$18.02	\$18.92
13	\$13.32	\$13.99	\$14.69	\$15.42	\$16.19	\$17.00	\$17.85	\$18.74	\$19.68
14	\$13.85	\$14.55	\$15.27	\$16.04	\$16.84	\$17.68	\$18.56	\$19.49	\$20.47
15	\$14.41	\$15.13	\$15.88	\$16.68	\$17.51	\$18.39	\$19.31	\$20.27	\$21.29
16	\$14.98	\$15.73	\$16.52	\$17.35	\$18.21	\$19.12	\$20.08	\$21.08	\$22.14
17	\$15.58	\$16.36	\$17.18	\$18.04	\$18.94	\$19.89	\$20.88	\$21.93	\$23.02
18	\$16.21	\$17.02	\$17.87	\$18.76	\$19.70	\$20.68	\$21.72	\$22.80	\$23.94
19	\$16.85	\$17.70	\$18.58	\$19.51	\$20.49	\$21.51	\$22.59	\$23.72	\$24.90
20	\$17.53	\$18.41	\$19.33	\$20.29	\$21.31	\$22.37	\$23.49	\$24.67	\$25.90
21	\$18.23	\$19.14	\$20.10	\$21.10	\$22.16	\$23.27	\$24.43	\$25.65	\$26.93
22	\$18.96	\$19.91	\$20.90	\$21.95	\$23.05	\$24.20	\$25.41	\$26.68	\$28.01
23	\$19.72	\$20.70	\$21.74	\$22.83	\$23.97	\$25.17	\$26.42	\$27.74	\$29.13
24	\$20.51	\$21.53	\$22.61	\$23.74	\$24.93	\$26.17	\$27.48	\$28.85	\$30.30
25	\$21.33	\$22.39	\$23.51	\$24.69	\$25.92	\$27.22	\$28.58	\$30.01	\$31.51

Revised 091912

F. Classified Staff Placement

Schedule	Title
A	Office Clerk
A	Receptionist
B	GED Testing Aide
C	Secretary
D	Custodian
E	Admissions Assistant
E	Alternative Energy Technician
E	Finance Cashier
E	Financial Aid Technician
E	Library Technician
E	Media Relations Technician
E	Program Administrative Assistant
E	Registrar Assistant/Data Collection Technician
F	Department Administrative Assistant
F	Department Executive Secretary
G	Network Technician
H	Bookstore Technician
I	Maintenance Technician

Revised 091912

G. Administrator Pay Scale. Administrator positions are designated for those employees whose job duties are directly related to management and a primary component of which involves the exercise of independent judgment and discretion about matters of significance. The minimum education requirement is a bachelor degree in an applicable field. Three years in the same type work of setting is required.

Years of Exp.	BA Degree 26 PP	BA +1 Degree 26 PP	MA Degree 26 PP	MA +1 Degree 26 PP	PHD Degree 26 PP
0	\$26,000	\$27,040	\$28,122	\$29,246	\$30,416
1	\$27,040	\$28,122	\$29,246	\$30,416	\$31,633
2	\$28,122	\$29,246	\$30,416	\$31,633	\$32,898
3	\$29,246	\$30,416	\$31,633	\$32,898	\$34,214
4	\$30,416	\$31,633	\$32,898	\$34,214	\$35,583
5	\$31,633	\$32,898	\$34,214	\$35,583	\$37,006
6	\$32,898	\$34,214	\$35,583	\$37,006	\$38,486
7	\$34,214	\$35,583	\$37,006	\$38,486	\$40,026
8	\$35,583	\$37,006	\$38,486	\$40,026	\$41,627
9	\$37,006	\$38,486	\$40,026	\$41,627	\$43,292
10	\$38,486	\$40,026	\$41,627	\$43,292	\$45,024
11	\$40,026	\$41,627	\$43,292	\$45,024	\$46,825
12	\$41,627	\$43,292	\$45,024	\$46,825	\$48,698
13	\$43,292	\$45,024	\$46,825	\$48,698	\$50,645
14	\$45,024	\$46,825	\$48,698	\$50,645	\$52,671
15	\$46,825	\$48,698	\$50,645	\$52,671	\$54,778
16	\$48,698	\$50,645	\$52,671	\$54,778	\$56,969
17	\$50,645	\$52,671	\$54,778	\$56,969	\$59,248
18	\$52,671	\$54,778	\$56,969	\$59,248	\$61,618
19	\$54,778	\$56,969	\$59,248	\$61,618	\$64,083
20	\$56,969	\$59,248	\$61,618	\$64,083	\$66,646

H. Service Professional Pay Scale. Service Professional positions are designated for employees whose primary responsibility is performing academic support, student service or institutional support, whose assignments would require either a baccalaureate degree or higher, but who do not manage a grant or program and do not have discretionary authority. The minimum education requirement is a bachelor degree (with a master preferred and often required by specific programs) in the applicable field. Three years in the same type work of setting is required.

Years of Experience	BA Degree 20 PP	BA Degree 26 PP	BA +1 Degree 20 PP	BA +1 Degree 26 PP	MA Degree 20 PP	MA Degree 26 PP	MA +1 Degree 20 PP	MA +1 Degree 26 PP	PHD Degree 20 PP	PHD Degree 26 PP
0	\$17,192	\$23,130	\$17,880	\$24,055	\$18,595	\$25,017	\$19,339	\$26,018	\$20,112	\$27,059
1	\$17,880	\$24,055	\$18,595	\$25,017	\$19,339	\$26,018	\$20,112	\$27,059	\$20,917	\$28,141
2	\$18,595	\$25,017	\$19,339	\$26,018	\$20,112	\$27,059	\$20,917	\$28,141	\$21,753	\$29,267
3	\$19,339	\$26,018	\$20,112	\$27,059	\$20,917	\$28,141	\$21,753	\$29,267	\$22,623	\$30,438
4	\$20,112	\$27,059	\$20,917	\$28,141	\$21,753	\$29,267	\$22,623	\$30,438	\$23,528	\$31,655
5	\$20,917	\$28,141	\$21,753	\$29,267	\$22,623	\$30,438	\$23,528	\$31,655	\$24,470	\$32,921
6	\$21,753	\$29,267	\$22,623	\$30,438	\$23,528	\$31,655	\$24,470	\$32,921	\$25,448	\$34,238
7	\$22,623	\$30,438	\$23,528	\$31,655	\$24,470	\$32,921	\$25,448	\$34,238	\$26,466	\$35,608
8	\$23,528	\$31,655	\$24,470	\$32,921	\$25,448	\$34,238	\$26,466	\$35,608	\$27,525	\$37,032
9	\$24,470	\$32,921	\$25,448	\$34,238	\$26,466	\$35,608	\$27,525	\$37,032	\$28,626	\$38,513
10	\$25,448	\$34,238	\$26,466	\$35,608	\$27,525	\$37,032	\$28,626	\$38,513	\$29,771	\$40,054
11	\$26,466	\$35,608	\$27,525	\$37,032	\$28,626	\$38,513	\$29,771	\$40,054	\$30,962	\$41,656
12	\$27,525	\$37,032	\$28,626	\$38,513	\$29,771	\$40,054	\$30,962	\$41,656	\$32,200	\$43,322
13	\$28,626	\$38,513	\$29,771	\$40,054	\$30,962	\$41,656	\$32,200	\$43,322	\$33,488	\$45,055
14	\$29,771	\$40,054	\$30,962	\$41,656	\$32,200	\$43,322	\$33,488	\$45,055	\$34,828	\$46,857
15	\$30,962	\$41,656	\$32,200	\$43,322	\$33,488	\$45,055	\$34,828	\$46,857	\$36,221	\$48,731
16	\$32,200	\$43,322	\$33,488	\$45,055	\$34,828	\$46,857	\$36,221	\$48,731	\$37,670	\$50,681
17	\$33,488	\$45,055	\$34,828	\$46,857	\$36,221	\$48,731	\$37,670	\$50,681	\$39,177	\$52,708
18	\$34,828	\$46,857	\$36,221	\$48,731	\$37,670	\$50,681	\$39,177	\$52,708	\$40,744	\$54,816
19	\$36,221	\$48,731	\$37,670	\$50,681	\$39,177	\$52,708	\$40,744	\$54,816	\$42,373	\$57,009
20	\$37,670	\$50,681	\$39,177	\$52,708	\$40,744	\$54,816	\$42,373	\$57,009	\$44,068	\$59,289

I. Faculty Pay Scale. The faculty positions are designated for instructional employees of the college. The minimum education requirement for a full-time instructor under the transfer programs is a bachelor degree (with master preferred) in applicable field. In the Workforce Development area, a bachelor and/or master degree is preferred, but Specialists with on-the-job experience will be allowed. A minimum of three years teaching experience is required.

Years of Experience	BA Degree 20 PP	BA Degree 26 PP	BA +1 Degree 20 PP	BA +1 Degree 26 PP	MA Degree 20 PP	MA Degree 26 PP	MA +1 Degree 20 PP	MA +1 Degree 26 PP	PHD Degree 20 PP	PHD Degree 26 PP
0	\$24,500	\$31,850	\$25,480	\$33,124	\$26,499	\$34,449	\$27,559	\$35,827	\$28,662	\$37,260
1	\$25,480	\$33,124	\$26,499	\$34,449	\$27,559	\$35,827	\$28,662	\$37,260	\$29,808	\$38,750
2	\$26,499	\$34,449	\$27,559	\$35,827	\$28,662	\$37,260	\$29,808	\$38,750	\$31,000	\$40,300
3	\$27,559	\$35,827	\$28,662	\$37,260	\$29,808	\$38,750	\$31,000	\$40,300	\$32,240	\$41,912
4	\$28,662	\$37,260	\$29,808	\$38,750	\$31,000	\$40,300	\$32,240	\$41,912	\$33,530	\$43,589
5	\$29,808	\$38,750	\$31,000	\$40,300	\$32,240	\$41,912	\$33,530	\$43,589	\$34,871	\$45,332
6	\$31,000	\$40,300	\$32,240	\$41,912	\$33,530	\$43,589	\$34,871	\$45,332	\$36,266	\$47,146
7	\$32,240	\$41,912	\$33,530	\$43,589	\$34,871	\$45,332	\$36,266	\$47,146	\$37,717	\$49,032
8	\$33,530	\$43,589	\$34,871	\$45,332	\$36,266	\$47,146	\$37,717	\$49,032	\$39,225	\$50,993
9	\$34,871	\$45,332	\$36,266	\$47,146	\$37,717	\$49,032	\$39,225	\$50,993	\$40,794	\$53,033
10	\$36,266	\$47,146	\$37,717	\$49,032	\$39,225	\$50,993	\$40,794	\$53,033	\$42,426	\$55,154
11	\$37,717	\$49,032	\$39,225	\$50,993	\$40,794	\$53,033	\$42,426	\$55,154	\$44,123	\$57,360
12	\$39,225	\$50,993	\$40,794	\$53,033	\$42,426	\$55,154	\$44,123	\$57,360	\$45,888	\$59,654
13	\$40,794	\$53,033	\$42,426	\$55,154	\$44,123	\$57,360	\$45,888	\$59,654	\$47,724	\$62,041
14	\$42,426	\$55,154	\$44,123	\$57,360	\$45,888	\$59,654	\$47,724	\$62,041	\$49,633	\$64,522
15	\$44,123	\$57,360	\$45,888	\$59,654	\$47,724	\$62,041	\$49,633	\$64,522	\$51,618	\$67,103
16	\$45,888	\$59,654	\$47,724	\$62,041	\$49,633	\$64,522	\$51,618	\$67,103	\$53,683	\$69,787
17	\$47,724	\$62,041	\$49,633	\$64,522	\$51,618	\$67,103	\$53,683	\$69,787	\$55,830	\$72,579
18	\$49,633	\$64,522	\$51,618	\$67,103	\$53,683	\$69,787	\$55,830	\$72,579	\$58,063	\$75,482
19	\$51,618	\$67,103	\$53,683	\$69,787	\$55,830	\$72,579	\$58,063	\$75,482	\$60,386	\$78,501
20	\$53,683	\$69,787	\$55,830	\$72,579	\$58,063	\$75,482	\$60,386	\$78,501	\$62,801	\$81,641

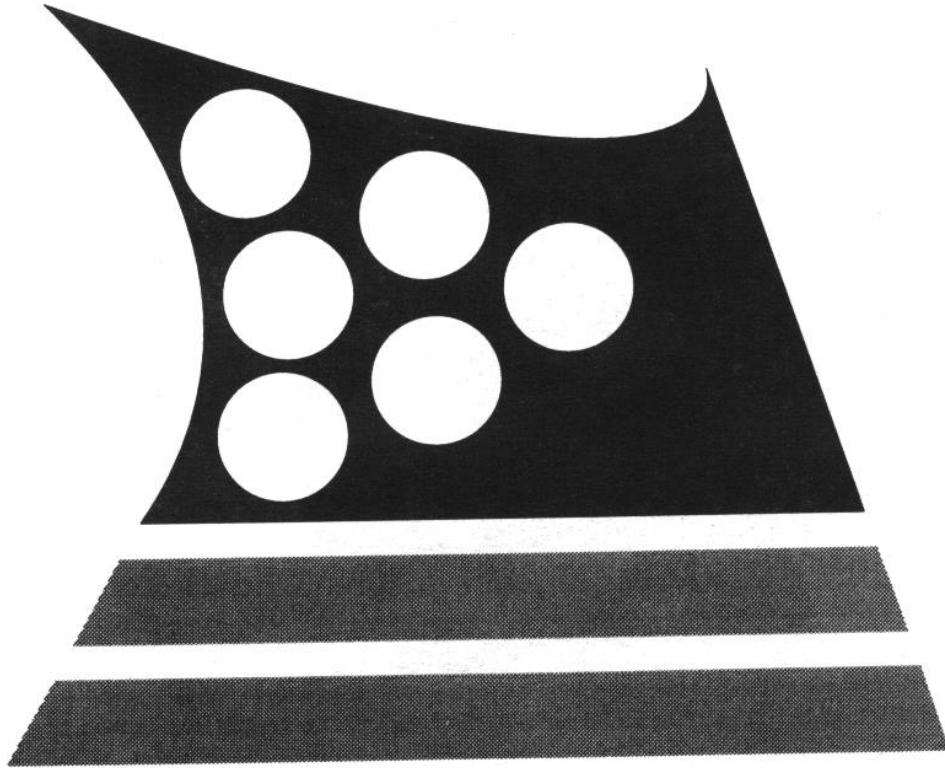
J. President. This position requires overall management of the entire college. The salary for this position is negotiated with the Board of Trustees; therefore there is no set salary scale. The minimum education requirement is a master degree in Education (or closely related field). The minimum experience required is five years in the same type of position in a similar type of setting.

K. Senior Administrators. These positions are designated for those employees whose primary responsibility is the management of departments or subdivisions of the college. Assignments in this category customarily and regularly require the incumbent to exercise discretion and independent judgment. The salaries for these positions are negotiated with the President; therefore there is no set salary scale. The minimum education requirement is a master degree in a relevant field. The minimum experience required is five years in the same type of position in a similar type of setting.

L. Specialists. Specialists are designated for those faculty who have become proficient in their instructional area by on-the-job experiences, which have allowed them to attain program specific or technical knowledge that is unique to their program of study. A minimum of an associate degree in the area of employment is preferred. Because these positions are based primarily on experience, the experience requirements are exact. The minimum experience required is five years in the specific job.

M. Eminent Scholar. Eminent Scholars are those persons who are recognized as experts in their field but a degree is not available in their field.

Appendix C



Sexual Harassment Complaint and Investigation Forms

Form 1

**Blackfeet Community College
Sexual Harassment Complaint**

Name: _____ Date: _____

Title: (Student, Staff or other) _____ Telephone: _____

Location you can be contacted at: _____ Time: _____

Name of Person Being Accused: _____

Location of Incident: _____ Date: _____ Time: _____

Describe the Incident: _____

Describe Your Reaction: _____

Witness(es): _____

Address(es) or telephone #(s): _____

I understand that I will be interviewed, an investigation will be conducted, and the information contained in this complaint will be kept as confidential as possible and that my identity and complete nature of the incident may be revealed to the person(s) who I have claimed committed the sexual harassment. I agree to answer questions completely and honestly. Further, I understand that the resolution of the charges will be the responsibility of the Blackfeet Community College.

Signature: _____ Date: _____

For supervisor or counselor receiving complaint:

Date received: _____ Date forwarded to Investigation Committee: _____

Form 2

**Blackfeet Community College
Sexual Harassment Accused Report**

Name: _____ Date: _____

Name of claimant: _____ has accused you of violating Blackfeet
Community College's Sexual Harassment Policy by the following incident(s):

Date(s): _____ Incident(s): _____

Please provide your version of the incident(s): _____

Witness(es): _____

Address(es) or telephone #(s): _____

I understand that I have a duty to cooperate in the investigation. I agree to answer questions completely and honestly. Further, I agree to take no action or retaliation against the person(s) who have filed the claim, witnessed or assisted in the investigation. The investigation and information regarding the claim will be kept as confidential as possible. I also understand that I have the right to know the results of the completed investigation.

Signature: _____ Date: _____

Form 3

**Blackfeet Community College
Sexual Harassment Witness Report**

Name: _____ Date: _____

Title: (Student, Staff or other) _____ Telephone: _____

Name of persons involved in alleged sexual harassment incident:

Complainant: _____

Accused: _____

Date(s) of Incident(s): _____

Please provide your report of the incident(s): _____

I understand that I have a duty to cooperate in this investigation as a witness to an alleged sexual harassment incident. I understand that I may be interviewed and that the information that I provide will be kept as confidential as possible. I agree to answer questions completely and honestly. I understand that no retaliation or action will be taken against me for providing this information.

Signature: _____ Date: _____

Form 4

**Blackfeet Community College
Sexual Harassment Investigation and Finding Form**

Investigation Committee Chairman: _____ Date: _____

Date Complaint Received: _____

Name of Complainant: _____ Telephone: _____

Title of Complainant: (Student, Staff or other) _____

Name of Accused: _____ Telephone: _____

Title of Accused: (Student, Staff or other) _____

Location, Date and Time of incident(s): _____

Description of alleged sexual harassment: _____

Finding: _____

Based on information of: _____

Investigation Committee Chairman

Date

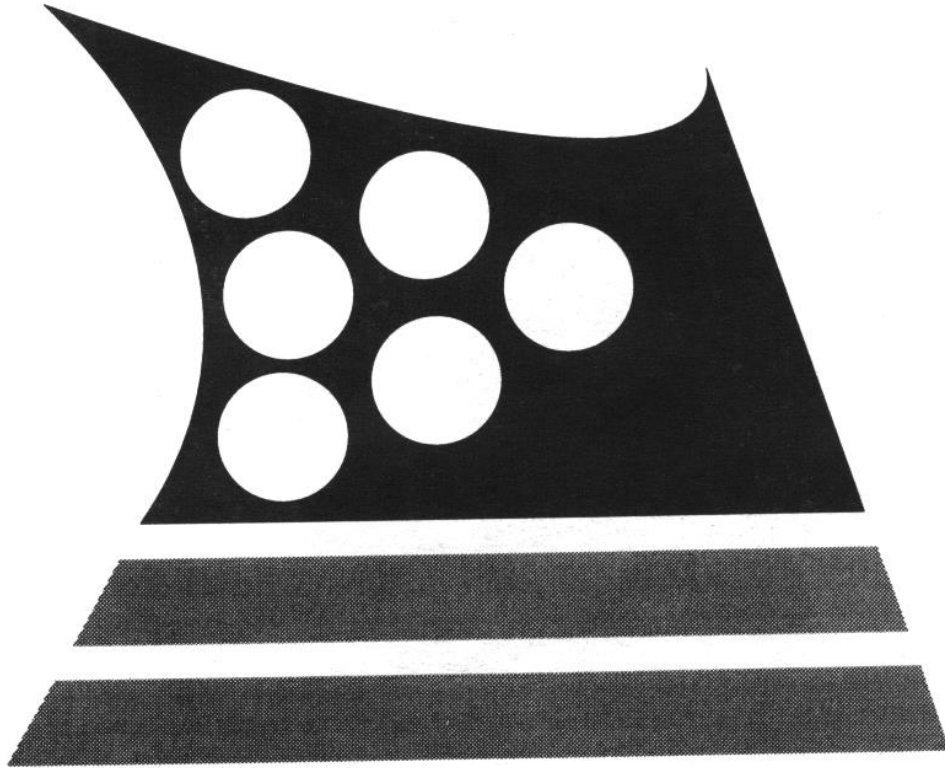
Investigation Committee Member

Date

Investigation Committee Member

Date

Appendix D



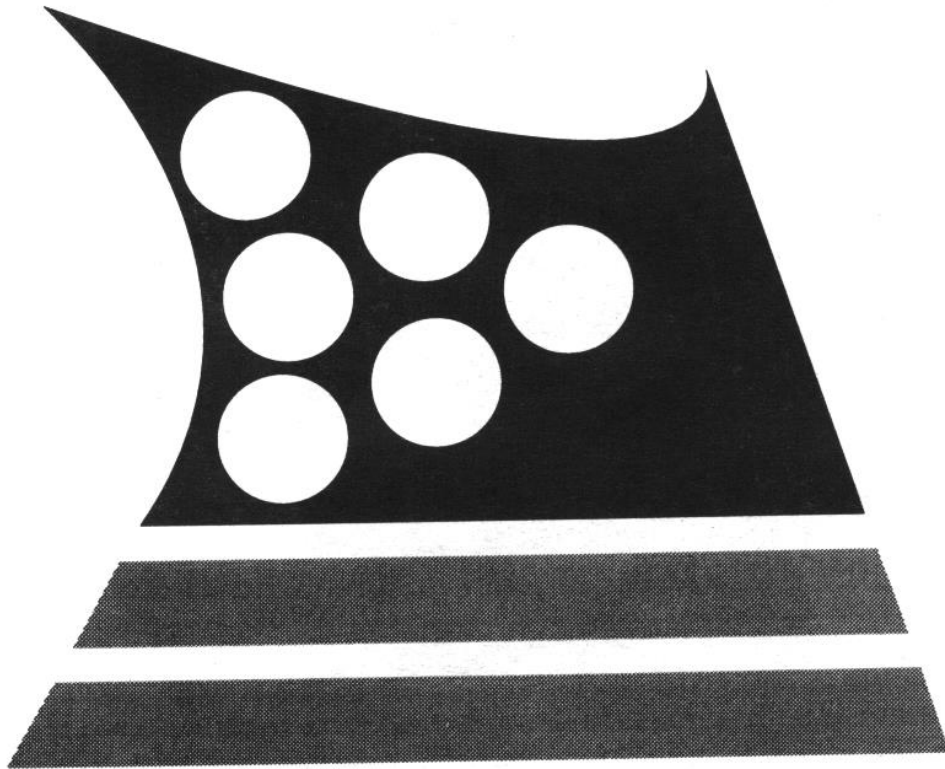
Mileage Chart

Blackfeet Community College
Employee Policies and Procedures Manual

<u>City</u>	<u>One-way</u>	<u>Round-trip</u>	<u>Amount</u>
Anaconda	251	502	\$271.08
Belgrade	263	526	\$284.04
Billings	344	688	\$371.52
Bigfork	106	212	\$114.48
Bismarck, ND	664	1328	\$717.12
Box Elder	173	346	\$186.84
Bozeman	275	550	\$297.00
Butte	238	476	\$257.04
Calgary, Alberta	202	404	\$218.16
Choteau	72	144	\$ 77.76
Columbia Falls	84	168	\$ 90.72
Conrad	67	134	\$ 72.36
Cut Bank	35	70	\$ 37.80
Dillon	294	588	\$317.52
Edmonton, Alberta	387	774	\$417.96
Fort Benton	155	310	\$167.40
Glasgow	319	638	\$344.52
Glendive	469	938	\$506.52
Great Falls	128	256	\$138.24
Hamilton	250	500	\$270.00
Hardin	391	782	\$422.28
Harlem	203	406	\$219.24
Havre	161	322	\$173.88
Helena	174	348	\$187.92
Kalispell	100	200	\$108.00
Lewistown	232	464	\$250.56
Livingston	300	600	\$324.00
Lodge Grass	426	852	\$460.08
Miles City	443	886	\$478.44
Missoula	205	410	\$221.40
Pablo	148	296	\$159.84
Polson	139	278	\$150.12
Poplar	389	778	\$420.12
Portland, Oregon	686	1372	\$740.88
Rapid City, South Dakota	674	1348	\$727.92
Ronan	149	298	\$160.92
Seattle, WA	618	1236	\$667.44
Shelby	58	116	\$ 62.64
Sidney	459	918	\$495.72
St. Ignatius	163	326	\$176.04
Spokane, Washington	339	678	\$366.12
Valier	43	86	\$ 46.44
West Glacier	68	136	\$ 73.44
West Yellowstone	348	696	\$375.84
Whitefish	94	188	\$101.52
Wolf Point	368	736	\$397.44

At \$0.54 per mile in accordance with the Montana State mileage rate, effective 01/01/16

Appendix E



Acknowledgement Form

Receipt of BCC Employee Policies and Procedures Manual
(Return this form to HR Department)

I have received a copy of the Blackfeet Community College Employee Policies and Procedures Manual, specifying policies and regulations, which I agree to observe and follow during my employment with the company. I understand that it is my responsibility to be familiar with its contents and to ask questions on any matters I don't comprehend. I understand that this manual has been prepared for information and guidance purposes for employment at Blackfeet Community College. Some of the information will change from time to time since our policies are reviewed and revised when appropriate. I understand that I will be notified in writing of such changes.

I UNDERSTAND THAT THERE IS NO GUARANTEE OF EMPLOYMENT MADE TO ANY STAFF MEMBER, EITHER EXPRESSLY OR IMPLIED, IN THIS MANUAL AND THIS MANUAL DOES NOT CONSTITUTE AN EMPLOYMENT CONTRACT.

Signature

Date

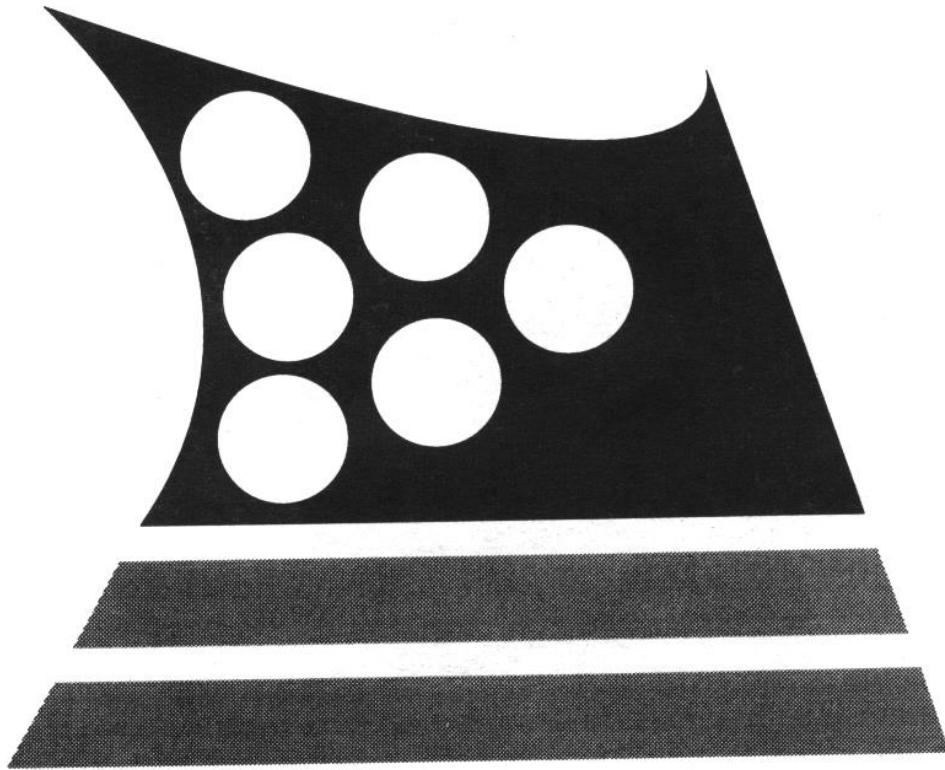
Employee's Printed Name

Human Resource Personnel Signature

Date

This form must be signed, dated, and submitted to the Human Resource Department before first pay check is issued to the new employee.

Appendix F



403 (B) Pension Plan Valic

BLACKFEET COMMUNITY COLLEGE 403(b) PENSION PLAN

SUMMARY PLAN DESCRIPTION

SPONSORED BY:

BLACKFEET COMMUNITY COLLEGE

EMPLOYER IDENTIFICATION NUMBER: 81-0378943

PLAN NUMBER: 002

EFFECTIVE DATE OF PLAN: January 1, 2002

PLAN YEAR END: December 31

PLAN ADMINISTRATOR: Human Resources Director

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BLACKFEET COMMUNITY COLLEGE
403(8) PENSION PLAN

ARTICLE I. INTRODUCTION TO THE PLAN

1.01 WHAT IS THE PURPOSE OF THIS PLAN?

BLACKFEET COMMUNITY COLLEGE (hereinafter "BCC") has established a Plan in order to provide funds for your retirement and to provide funds for your beneficiary(ies) in the event of your death. The Plan was established for the exclusive benefit of the Participants and their Beneficiaries.

1.02 WHAT TYPE OF RETIREMENT PLAN IS THIS?

This Plan is a "Tax Deferred Annuity" or "403(b)" Plan. "403(b)" is the section of the Internal Revenue Code which governs this type of plan.

The Plan is funded exclusively through the purchase of annuity contracts from The Variable Annuity Life Insurance Company (VALIC). If permitted by BCC, annuities from other companies may be offered.

Each year you may elect, in writing, to defer a portion of your Compensation. The amount of your deferral is then used to purchase annuity contracts on your behalf. Your deferral is on a pre-tax basis, meaning that it is not subject to federal income tax (but is subject to Social Security taxes) and results in a deduction from your taxable income for that year. Depending on the laws of your state, your deferral may also be deductible from your taxable income for state income tax purposes.

In addition, BCC will, under the terms of the Plan, make annuity purchase payments on your behalf. These contributions are also exempt from federal income taxation until they are distributed from the Plan.

1.03 HOW ARE CONTRIBUTIONS TO THE PLAN INVESTED?

As previously stated, contributions to the Plan are invested exclusively in annuity contracts issued by VALIC and any other life insurance companies approved by BCC for use in this Plan and approved for sale in this state. These contracts provide for contributions to be held and credited with interest, or gains and losses, depending on the type of contract. Your benefits under the Plan will be in the form of payments under these annuity contracts, which may be in the form of periodic payments to you at regular intervals either for a period certain or for one or more lives.

Each annuity contract issues to Participants in the Plan must meet the requirements of Section 403(b) of the Internal Revenue Code and must provide a Qualified Joint and Survivor Annuity (see Section 9.03) and a Qualified Pre-Retirement Survivor Annuity (see Section 9.04) which conform to the requirements of the Plan and other IRS guidelines which govern a 403(b) Plan.

The Plan is intended to be an ERISA Section 404(c) participant-directed plan, which means that the participants exercise control over the assets in their individual accounts and that Plan fiduciaries may

be relieved of liability for losses that are a result of participant investment instructions if certain requirements are met.

All contributions made to the Plan on your behalf will be placed in individual Accounts in your name although they may not be fully "vested" (see Article VII). The Plan will maintain control of these Accounts as long as they remain under the Plan.

YOU SHOULD CAREFULLY REVIEW THE CONTRACT, CERTIFICATE, PROSPECTUS, OR OTHER MATERIAL PROVIDED BY BCC OR THE INSURANCE COMPANY TO UNDERSTAND YOUR OPTIONS UNDER THE CONTRACT, HOW THE PLAN FUNDS ARE INVESTED, AND ANY CHARGES WHICH MAY APPLY. HOWEVER, IF THERE IS EVER A CONFLICT BETWEEN THE PROVISIONS OF THIS PLAN AND ANY MATERIAL YOU RECEIVE FROM VALIC OR ANOTHER INSURANCE COMPANY CONTRACT OFFERED BY THE PLAN, THE PLAN PROVISIONS WILL APPLY. ADDITIONAL INFORMATION MAY BE OBTAINED FROM THE PLAN ADMINISTRATOR.

1.04 WHAT IS A "SUMMARY PLAN DESCRIPTION"?

The Summary Plan Description is a brief explanation of the Plan as well as of your rights, obligations, and benefits under the Plan. This Summary Plan Description is not intended to interpret, extend or change the provisions of the Plan in any way. The provisions of the Plan may be determined accurately only by reading the actual provisions of the Plan document, copies of which may be obtained from BCC. The Plan Administrator (see section 2.02) will answer any questions concerning the Plan or this Summary Plan Description.

Certain words which are capitalized are "defined terms". That is, they are defined for this Plan in a certain way. The definitions are provided throughout this Summary Plan Description and an alphabetical index of the terms can be found at the back.

In the event of any discrepancy between this Summary Plan Description and the actual provisions of the Plan, the Plan will govern.

ARTICLE II. GENERAL PLAN INFORMATION

There is certain general information about the Plan which you should know. This information is contained in this section.

2.01 HOW CAN THE PLAN BE IDENTIFIED?

- A. The name of the Plan is BLACKFEET COMMUNITY COLLEGE 403(b) PENSION PLAN.
- B. BCC has assigned Plan Number 002 to this Plan.
- C. BCC's full name, address, and Employer Identification Number (EON) are listed below
Blackfeet Community College, US 2 and 89, Browning, Montana 59417
81-0378943

2.02 WHO IS THE "PLAN ADMINISTRATOR"?

The Plan Administrator is the person or organization responsible for keeping the records of the Plan and the day-to-day operation of the Plan. The Plan Administrator will also answer any questions

you may have concerning the Plan's operation. The name, address and telephone number of the Plan Administrator are listed below:

Human Resources Director
Blackfeet Community College, US 2 and 89, Browning, Montana 59417
(406) 338-5411

2.03 WHO IS THE "AGENT FOR SERVICE OF LEGAL PROCESS"?

The name, address, and telephone number of the Plan's Agent for Service of Legal Process are listed below:

Human Resources Director
Blackfeet Community College, US 2 and 89, Browning, Montana 59417
(406) 338 5411

Service of legal process concerning the Plan may also be made upon BCC. The Plan will be governed by the laws of the state (Montana) in which it is executed, except for those matters in which federal law preempts state law.

ARTICLE III. IMPORTANT DATES

3.01 WHAT IS THE "EFFECTIVE DATE" OF THE PLAN?

The provisions of BCC's Plan became operative on the "Effective Date". The Effective Date is January 1, 2002.

3.02 WHAT IS THE "PLAN YEAR"?

The Plan is based on a 12 month period known as the Plan Year. The Plan Year begins on January 1 and ends on December 31.

ARTICLE IV. ELIGIBILITY REQUIREMENTS

4.01 HOW DO I BECOME ELIGIBLE TO MAKE ELECTIVE DEFERRALS?

A. Excluded Employees. There are no excluded Employees. All Employees are eligible to make Elective Deferrals (see section 6.01). Independent contractors who are considered "leased employees" of BCC for certain federal income tax purposes are not Employees and are not eligible to make Elective Deferrals.

B. Eligibility Requirements. There are no other requirements. If you are not a member of an excluded group, you will be eligible to begin making Elective Deferrals to the Plan upon the date your

employment begins. BCC may impose administrative limitations on when and how often you may start, stop, or change the amount of your deferrals in any year.

4.02 HOW DO I BECOME ELIGIBLE FOR EMPLOYER CONTRIBUTIONS?

A. Eligible Class of Employees. You may become eligible to receive Employer Contributions under this Plan if you are part of one of the employment classifications listed below:

All Employees. Independent contractors who are considered "leased employees" of BCC for certain federal income tax purposes are not Employees.

B. Excluded Employees. There are no excluded Employees. All Employees in Subsection A can become eligible to receive Employer Contributions.

C. Eligibility Requirements. If you are an Employee in the Eligible Class and are not an Excluded Employee, you must meet certain eligibility requirements before you become eligible to participate in the Plan. These requirements are explained below:

You will be eligible for Employer Contributions immediately upon the completion of a 90 day probation period with the Employer.

If you should complete a Year of Service (as defined in section 5.02) before you satisfy the monthly requirement explained above, you will be considered to have met the employment requirement.

4.03 WHEN DOES MY PARTICIPATION IN THE PLAN FOR PURPOSES OF RECEIVING EMPLOYER CONTRIBUTIONS BEGIN?

After you have satisfied the Plan's eligibility requirements for Employer Contributions, you will become a Participant in the Plan. You will become a Participant on a specified day of the Plan Year. This day is called the "Plan Entry Date".

If you are employed on the Effective Date of the Plan and have satisfied the eligibility requirements, your Plan Entry Date is the Plan's Effective Date. Otherwise, you will enter the Plan on the Plan Entry Date indicated below.

The Plan Entry Date is the first payroll period beginning after the date you meet the Plan's eligibility requirements.

4.04 WHEN DO I BECOME ELIGIBLE TO RE-ENTER THE PLAN FOR PURPOSES OF RECEIVING EMPLOYER CONTRIBUTIONS IF I AM REHIRED AFTER TERMINATING MY EMPLOYMENT WITH BCC?

If you are reemployed after a Break in Service (see section 5.07), you will become eligible for Employer Contributions as of the later of the date you return or the date you satisfy the eligibility

requirements of section 4.02. Service before such Break in Service will be taken into account immediately.

ARTICLE V. DEFINITION OF SERVICE WITH BCC

5.01 WHAT IS AN "HOUR OF SERVICE"?

The term "Hour of Service" has a special meaning for Plan purposes. You will be credited with an Hour of Service for:

- (a) each hour for which you are paid, or entitled to payment, for the performance of duties for BCC; plus,
- (b) each hour for which you are paid, or entitled to payment, by BCC for a period of time during which no duties are performed for the following reasons: vacation, holiday, illness, incapacity (including Disability), layoff, jury duty, military duty, or leave of absence; plus,
- (c) each hour for which back pay is awarded or agreed to by BCC.

5.02 WHAT IS A "YEAR OF SERVICE"?

The term "Year of Service" is used throughout this Summary Plan Description and is very important. A Year of Service is a Computation Period during which you are credited with at least 1,000 Hours of Service.

You will always receive credit for a Year of Service for Vesting (see Article VII) if you are credited with at least 1,000 Hours of Service during the Computation Period (see section 5.038) regardless of the special requirements, if any, of section 5.08.

5.03 WHAT IS A "COMPUTATION PERIOD"?

A. For Eligibility Purposes. The initial period for calculating a Year of Service for eligibility purposes will be the 1-year period commencing with the date on which you are first credited with an Hour of Service. The Computation Period will then shift to the Plan Year once your employment period includes the first day of any Plan Year. You will receive credit for two Years of Service for eligibility purposes if you are credited with the required Hours of Service for a Year of Service in two periods at the same time. These two periods include (a) the initial Computation Period and (b) the first Plan Year

which begins prior to the first anniversary of the date your employment began. You should contact the Plan Administrator for further information.

B. For Vesting Purposes. This section is not applicable. The Plan provides 100% vesting immediately.

5.04 DOES SERVICE WITH ANOTHER EMPLOYER COUNT AS SERVICE UNDER THIS PLAN?

Only Years of Service with BCC are recognized by this Plan.

5.05 ARE YEARS OF SERVICE BEFORE THE EFFECTIVE DATE OF THE PLAN RECOGNIZED FOR VESTING PURPOSES?

All Years of Service with BCC will be counted for vesting purposes.

5.06 WHAT IS "SEPARATION FROM SERVICE"?

"Separation from Service" is the date your employment with BCC terminates for any reason.

5.07 WHAT IS A "BREAK IN SERVICE"?

A "Break in Service" is a Computation Period in which you do not complete more than 500 Hours of Service with BCC. You will not be considered to have a Break in Service in the Plan Year in which you become a Participant, die, retire, or become disabled. You will receive credit for Hours of Service for certain authorized leaves of absence and maternity or paternity leaves of absence.

You will be credited with a certain number of Hours of Service automatically, even if you are not at work, if you are absent for one of the following reasons: (a) pregnancy, (b) the birth of a child, (c) adoption of a child, or (d) for purposes of caring for such a child for a period immediately following such birth or placement. You must furnish to the Plan Administrator, in a timely manner, such information as the Plan Administrator may reasonably require to establish that the absence is for the permitted reasons. This will not increase the number of Years of Service that would otherwise be credited to you, but will prevent you from sustaining a Break in Service.

A period of unpaid FMLA leave will not be treated or counted as a Break in Service for purposes of vesting or eligibility to participate. This will not increase the number of Years of Service that would otherwise be credited to you, but will prevent you from sustaining a Break in Service. If any FMLA

leave is also covered under the preceding paragraph regarding maternity or paternity absences, the more generous of the two rules will apply.

If you terminate your employment with BCC and are rehired before a Break in Service, you will continue to participate in the Plan as if your termination of employment had not occurred.

If you terminate your employment with BCC and are rehired after a Break in Service, your service before and after the Break will be counted for Vesting only after you have completed one Year of Service following the date you are rehired.

If you are rehired before having 5 or more consecutive Breaks in Service and were vested in any portion of your Account derived from Employer contributions, you will receive credit for all Years of Service credited to you before your Break in Service.

You will receive credit for all Years of Service credited to you before your Break in Service if you are rehired after five or more consecutive Breaks in Service, and:

- (a) You were vested in any portion of your Accounts derived from Employer Contributions; or,
- (b) Your number of prior Years of Service exceed that of the Breaks in Service.

If you do not have a "vested interest" (see Article VII) in any of the Employer Contributions to your Accounts and are reemployed following a Break in Service, you will lose credit for your pre-break Years of Service if the number of your consecutive one-year Breaks in Service exceeds or equals the greater of:

- (a) five; or,
- (b) the number of your pre-break Years of Service.

5.08 WHAT SPECIAL SERVICE REQUIREMENTS DETERMINE WHETHER I RECEIVE AN EMPLOYER CONTRIBUTION DURING A GIVEN PLAN YEAR?

There are no special service requirements for receiving Employer Contributions.

ARTICLE VI. CONTRIBUTIONS TO THE PLAN

6.01 WHAT ARE "ELECTIVE DEFERRALS"?

A. Definition. You may contribute to the Plan by entering into a salary reduction agreement with BCC, whereby you agree to reduce your future salary payments by a specific amount, and BCC agrees to apply such salary reduction amounts as annuity purchase payments on your behalf. Your salary reduction amounts are called "Elective Deferrals". BCC may impose certain administrative limitations on the number of times you may change the amount of your deferrals to the Plan during any year.

B. Minimum Elective Deferrals. You will be permitted to make Elective Deferrals in any amount up to the maximum allowed in section C below. There is no minimum required.

C. Maximum Elective Deferrals. You will be permitted to make Elective Deferrals up to the maximum allowed by current law.

D. Limitations on Favorable Tax Treatment. Contributions made by you and BCC, if any, are generally not taxable when made to the Plan. Instead, you are taxed when withdrawals are made from the Plan. You will pay tax if the total contributions in a year exceed limitations under the Federal tax laws. These limits are complicated in the case of tax deferred annuities (also called "tax sheltered annuities") and you should consult the Plan Administrator if you have any questions. Generally, the total contributions may be subject to tax if they exceed the lesser of 25% of your compensation (after certain adjustments) in any year, or \$35,000 (this dollar amount may be adjusted periodically to reflect increases in the cost of living). However, contributions may also be subject to tax if they exceed the "exclusion allowance" limitation that applies to 403(b) plans. In addition, your own salary reduction

contributions may not exceed a specified amount for the calendar year unless certain exceptions apply to you. That amount, which is indexed for inflation in \$500 increments, is \$10,500 for 2001.

6.02 WHAT CONTRIBUTIONS WILL BCC MAKE TO THE PLAN?

The following contributions will be made for you if you are eligible for Employer Contributions:

You will receive a contribution from BCC at a rate equal to a percentage of your Compensation. BCC will determine the uniform percentage to be contributed on behalf of each Employee who is eligible for Employer Contributions from Plan Year to Plan Year. Initially, you will receive a contribution from BCC equal to 4 percent of your Compensation.

6.03 WHAT ARE "EXCESS DEFERRALS"?

If the amounts you have contributed to the Plan under a salary reduction agreement with BCC exceed the annual dollar limit (maximum allowed by current law; see Section 6.01D) on Elective Deferrals, you may request (not later than March 1 after the close of such taxable year) that any portion of your "Excess Deferrals" and the interest earned on such portion be returned to you. This is particularly important if you participate in more than one salary deferral arrangement (even with other employers).

Excess Deferrals must be returned to you no later than April 15 after the taxable year for which they occurred in order to avoid double taxation of the amount. Excess Deferrals are included in your gross income and are taxable for the year in which they were made, but any income earned on the excess is taxable in the year in which the Excess Deferrals are returned. If the excess is not distributed to you by April 15, the Excess Deferrals are not only taxable in the year in which they were made but are also taxable in the year in which they were distributed.

6.04 WHAT ARE "EXCESS CONTRIBUTIONS"?

The Internal Revenue Code contains several complex rules governing plans which provide for Elective Deferrals and Employer Matching Contributions. Such plans must pass certain nondiscrimination tests each Plan Year. It is possible, especially if you are a "Highly-Compensated Employee" as that term is defined in the Internal Revenue Code (generally, anyone who is a 5% owner, or who earned more than \$85,000* during the previous Plan Year), that part of your Employer Matching Contributions, including any income or loss attributable to such amount, will be removed from the Plan in order to comply with the tests. Any non-vested Employer Matching Contributions would be returned to BCC and any vested Employer Matching Contributions would be paid to you (if applicable) as taxable income. Normally any "Excess Contributions" will be returned within 2-1/2 months following the end of the Plan Year for which they were contributed. The Plan Administrator will provide the necessary information in the event a return of contributions is required. These nondiscrimination tests do not apply to Elective Deferrals to a 403(b) plan.

This amount is indexed for inflation and is adjusted by the IRS each year.

IMPORTANT NOTE: Should any Excess Contributions be returned to you, such amount will be taxable income for the year in which the contributions were made (if more than \$100.00) or the year in which they were returned (if Less than \$100.00 or if returned more than 2-112 months after the end of the Plan Year for which they were made). However, the payer is required to issue a tax form to you for

the calendar year in which any refund is made, even if the money must be included as taxable income for the prior year.

Should any excess Employer Matching Contributions be withdrawn from your Accounts by BCC and not paid to you, such amount will be forfeited.

BCC may elect to make additional Employer Matching Contributions to your Accounts (if you are a "Non-Highly Compensated Employee") to avoid a return of contributions as described above. These "Qualified Matching Contributions (Mass)" will be 100% vested at all times and may not be distributed except upon your death, Disability, Separation from Service or attainment of age 59-1/2.

6.05 WHAT DOES "COMPENSATION" MEAN FOR PLAN PURPOSES?

A. Definition. For Plan purposes, "Compensation" means the amount paid to you by BCC for services rendered during the Plan Year. Compensation you receive in excess of \$150,000 (as indexed for inflation; \$170,000 for 2001) will not be taken into account for purposes of the Plan.

B. Treatment of Elective Deferrals. The Compensation taken into account for Plan purposes (under Subsection A above) will include your Elective Deferrals.

C. Compensation Prior to Plan Entry Date. In the Plan Year in which you become eligible for Employer Contributions, BCC will make contributions for you based on the Compensation you earned on and after your Plan Entry Date.

6.06 DOES THE PLAN ACCEPT TRANSFERRED FUNDS FROM ANOTHER 403(b)?

You may transfer funds from another 403(b) to this 403(b) Plan. This may be done by first rolling the distribution from the other 403(b) plan to an Individual Retirement Account or Annuity (IRA), and then moving the IRA funds to this 403(b) Plan. Or, the payer or Plan Administrator of the other 403(b) plan may transfer or directly rollover your distribution to this 403(b) Plan. In any event, your Account derived from transfers/direct rollovers/rollovers will be fully vested, but will be subject to the rules of this 403(b) Plan.

ARTICLE VII. VESTING IN THE PLAN

7.01 WHAT IS "VESTING"?

"Vesting" is that portion of your Accounts which cannot be forfeited. It is directly related to your length of service with BCC and is expressed as a percentage of your Account balances. Other terms

which may be used to represent your vesting are "nonforfeitable interest", "vested interest," or "vested percentage".

7.02 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM MY CONTRIBUTIONS TO THE PLAN?

At all times, you will be fully vested in your Accounts derived from your Elective Deferrals.

7.03 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM BCC'S CONTRIBUTIONS TO THE PLAN?

Your "vested percentage" in your Accounts derived from BCC's contributions is determined by the Vesting schedule elected by BCC.

The following schedule may not apply upon your Disability, death, or retirement (normal or early, if applicable). Section 7.04 below will explain any special Vesting provisions which apply upon any of the above mentioned events.

Please note that the term "Year of Service" has a specific meaning under the terms of this Plan, as explained in Article V.

The Plan's Vesting schedule for BCC's Contributions is as follows: 100% Immediately

7.04 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM BCC'S CONTRIBUTIONS UPON DISABILITY, DEATH, OR RETIREMENT?

A. Disability. If you become disabled (see section 8.03) while employed by BCC, the portion of your Accounts derived from Employer Contributions will be fully vested.

B. Death. If you die while actively employed by BCC, the portion of your Accounts derived from Employer Contributions will be fully vested.

C. Early Retirement. Upon your Early Retirement Age (see section 8.02) while still employed by BCC, the portion of your Accounts derived from Employer Contributions will be fully vested.

D. Normal Retirement. Upon your Normal Retirement Age (see section 8.01) while still employed by BCC, the portion of your Accounts derived from Employer Contributions will be fully vested.

7.05 WHAT ARE "FORFEITURES"?

"Forfeitures" are created when a Participant terminates employment before becoming entitled to 100% of the Accounts derived from BCC's contributions.

The Plan provides 100% vesting at all times. No Forfeitures will arise under this Plan.

7.06 WHAT HAPPENS TO NON-VESTED MONEY IF I TERMINATE MY EMPLOYMENT AND AM LATER REHIRED?

This section is not applicable. The Plan provides 100% vesting at all times.

7.07 WHAT OTHER VESTING RIGHTS DO I HAVE?

If the Plan's Vesting schedule is amended at a later date, your vested benefit under the amendment must be at least as great as that prior to the amendment. You may elect to have your vested

percentage calculated under the pre-amendment Vesting schedule if you have at least 3 Years of Service as of the date the amendment is adopted.

ARTICLE VIII. BENEFITS UNDER THE PLAN

8.01 WHAT IS "NORMAL RETIREMENT"?

A. Normal Retirement Age. Your Normal Retirement Age is the date on which you reach age 65.

B. Normal Retirement Date. Your Normal Retirement Date is the first day of the first month after you reach your Normal Retirement Age.

8.02 WHAT IS "EARLY RETIREMENT"?

A. Early Retirement Age. Your Early Retirement Age is the date on which you reach age 55.

B. Early Retirement Date. Your Early Retirement Date is the first day of the first month after you reach your Early Retirement Age.

8.03 WHAT IS "DISABILITY"?

Under this Plan, Disability is defined as "a Participant's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months". You will be considered disabled only if the permanence and degree of such impairment is supported by medical evidence.

Your Disability benefits are subject to the annuity and spousal requirements of Article IX.

8.04 WHAT BENEFITS ARE PROVIDED UPON MY SEPARATION FROM SERVICE?

The Plan is designed to encourage you to stay with BCC until retirement. If you terminate your employment prior to retirement, you will be entitled to the "vested percentage" of the contributions, if any, made by BCC to your Accounts. Non-vested balances, if any, will be forfeited.

8.05 DOES THE PLAN PROVIDE FOR PARTICIPANT LOANS?

You may apply to the Plan Administrator for a loan. Your application must be in writing and is subject to the restrictions of this section and those contained in the Addendum on Loan Provisions at the back of this Summary Plan Description.

A. Requirements. Loans will be made available to all Participants on a reasonably equivalent basis, will not be made available to highly compensated employees in an amount greater than that of other employees, will be made in accordance with specific plan provisions (see Addendum), will bear a reasonable rate of interest comparable to the interest rate charged on similar commercial loans by persons in the business of lending money, and will be adequately secured by your vested interest in the Plan.

B. Source of Loans. Loans will be made available from the following Accounts:

Employee Elective Deferrals

Vested Employer Basic Contributions

Vested Employer Matching Contributions

C. Notes and Repayment. You will be required to sign a note which will be legally enforceable according to its terms. You must repay any loan by periodic level payments of principal and interest at

least as frequently as quarterly over a reasonable period of time not to exceed five years. However, a loan used to purchase any dwelling unit which, within a reasonable time, is to be used as your principal residence may be repaid over a reasonable period of time that exceeds five years. During the time you are in military service, your loan payments may be suspended.

D. Spousal Consent. If you use any portion of your Accounts in the Plan as collateral for a loan and you are married, you must obtain your spouse's written consent in order to do so. This consent must be obtained within the ninety day period prior to the date on which the loan is made, and must be witnessed by a notary or the Plan Administrator (or his or her representative). Your spouse's consent is required for any subsequent revision of the loan. No more than 50% of your vested interest may be used as collateral for a loan.

E. Maximum Amount Available. The total of all loans you make from the plan may not exceed the lesser of \$50,000 or 50% of your vested interest in the Plan. If the \$50,000 limit applies, this limit is reduced by the excess of any highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date on which you apply for the new loan over the outstanding balance of loans from the plan on the date on which the loan was made. For example, if you borrowed \$30,000 from the Plan 6 months ago, any additional loan may not exceed \$20,000 until 12 months after the date of the \$30,000 loan. In any event, a loan may not exceed your vested Account balances as of the date the loan is made.

F. Unpaid Balance. Any unpaid loan balance will be deducted from your benefits when paid as a result of any distributable event (Disability, death, retirement, Separation from Service). However, you do have the option of repaying your loan balance prior to taking a distribution.

8.06 DOES THE PLAN ALLOW HARDSHIP WITHDRAWALS?

Under the terms of the Plan, you may elect to withdraw part or all of your Accounts (excluding the earnings thereon) in the event of "hardship". A "hardship" is defined as an immediate and heavy financial need for which you lack other reasonably available resources. A hardship distribution will be considered an immediate and heavy financial need if the amount of the distribution is not in excess of the amount necessary to meet the financial need and you have obtained all other distributions and loans which are available to you from all plans of the Employer.

The Plan Administrator will review your request for a hardship withdrawal. You will be required to provide any evidence of the circumstances surrounding your request for a hardship distribution that the Plan Administrator requests. Whether the circumstances are a case of hardship will be based on the

merits of each individual case provided that the Plan Administrator makes such determinations in a manner that is uniform and consistent for all Participants in similar circumstances.

If you are married, a hardship distribution will not be made to you unless a Qualified Election to waive the Qualified Joint and Survivor Annuity is made within the ninety day period ending on the date of such distribution.

ARTICLE IX. BENEFIT PAYMENT OPTIONS

9.01 UNDER WHAT CIRCUMSTANCES ARE DISTRIBUTIONS AVAILABLE TO ME WHILE I AM STILL EMPLOYED BY BCC?

A. Elective Deferrals. The portion of your Accounts derived from Elective Deferrals will be available for distribution prior to your termination of employment with BCC in the event of hardship (see Section 8.06).

B. Contributions Made by BCC. The portion of your Accounts derived from Employer Contributions will be available for distribution prior to your termination of employment with BCC in the event of hardship (see section 8.06).

9.02 UNDER WHAT CIRCUMSTANCES ARE DISTRIBUTIONS AVAILABLE TO ME AFTER I TERMINATE EMPLOYMENT WITH BCC?

A. Elective Deferrals. The portion of your Accounts derived from Elective Deferrals will be available for distribution at any time after your termination of employment with BCC.

B. Contributions Made by BCC. The vested portion of your Accounts derived from Employer Contributions will be available for distribution at any time after your termination of employment with BCC.

9.03 HOW ARE RETIREMENT BENEFITS PAID?

A. Qualified Joint and Survivor Annuity. When you retire under the Plan, you will automatically receive a 50% Qualified Joint and Survivor Annuity (QJSA), unless you make a Qualified Election (with your spouse's consent) to waive this form of benefit. This means that if you die after benefits have begun and you are survived by a spouse, your spouse will receive for the rest of his or her life, a monthly benefit equal to 50% of the monthly benefit you were receiving at the time of your death. You may, however, elect a QJSA with a larger benefit for your spouse, such as 75% or 100%, which will mean lower payments during your life and higher payments during his or her life than the minimum required 50% QJSA. You should consult qualified tax counsel before making your QJSA election, since other forms of payment may yield a higher monthly benefit.

B. Unmarried Participant. If you are not married as of the date your benefits are to begin, you will automatically receive a life annuity, unless you make a Qualified Election to receive some other form of payment. This means you will receive payments for as long as you live. Upon your death, payments cease.

C. Waiver Period. Before you retire, the Plan Administrator will give you written information explaining the QJSA in greater detail. You will be given this information and the option to waive the QJSA form of payment between thirty and ninety days prior to the "annuity starting date". Your spouse must consent, in writing, to any Qualified Election you make to waive the QJSA and this waiver must be

witnessed by a notary or a Plan representative. You may revoke any such waiver at any time without your spouse's consent, but any new waiver will require a new spousal consent.

You may elect to waive the requirement that the written explanation described above be provided to you at least thirty days prior to your "annuity starting date". This waiver must be in writing, and your spouse must consent to the waiver. However, if you elect to waive this 30-day period, your distribution cannot commence for at least seven days after the written explanation is provided to you. For purposes of Article IX, the "annuity starting date" means the first day of the first period for which an amount is payable to you as an annuity or in any other form, for any reason.

D. Alternative Forms of Benefit Payments. If you and your spouse elect not to take a QJSA or you are not married and the required written consent has been provided to the Plan Administrator, you may receive your retirement benefit under any payout options that may be provided under your annuity contract or the Plan. There are various methods by which benefits may be distributed to you from the Plan. The method depends on your marital status, elections made by you and your spouse (if any), and the size of your vested benefit. All methods of distribution, however, have equivalent values.

E. Benefits Upon Death after Retirement Benefits Commence. If you die after payment of benefits has begun, the remaining portion of your Accounts must be distributed at least as rapidly as under the method of distribution which was in effect on the date of your death.

9.04 WHAT HAPPENS IF I DIE BEFORE MY RETIREMENT BENEFITS BEGIN?

A. Qualified Pre-Retirement Survivor Annuity (QPSA). Upon your death, at least 50% of your death benefit payable under the annuity contract will be paid to your surviving spouse in the form of a "Qualified Pre-Retirement Survivor Annuity" (QPSA). The QPSA will be paid in periodic payments made over your spouse's lifetime if you die:

- (1) after you have become vested; and,
- (2) before your "annuity starting date"; and
- (3) you have not made a Qualified Election (see section 9.05) to waive the QPSA.

B. Beneficiary Other Than Spouse. If you wish to designate a Beneficiary other than your spouse, your spouse must consent, in writing, to waive his or her right to the death benefit. Such waiver must be witnessed by a notary or a Plan representative (usually the Administrator). You may revoke a waiver at any time and there is no limit on the amount of waivers you may make, providing each waiver complies with the rules described in this paragraph. If no waiver is in effect and you wish to designate a Beneficiary other than your spouse for up to 50% of your benefits, you may do so without your spouse's consent. However, your spouse will still be entitled to at least 50% of your death benefit. Any balance remaining after payment to your spouse may be paid to your designated Beneficiary.

C. Waiver Period. The period during which you and your spouse may waive the QPSA begins as of the first day of the Plan Year in which you reach age 35 and ends when you die (the "Waiver Period"). Should you terminate employment prior to this period, your right to waive the QPSA commences as of your termination date and ends upon your death. The Plan Administrator will provide you with a detailed explanation of the QPSA within the period beginning with the first day of the Plan Year in which you reach age 32 and ending with the close of the Plan Year preceding the Plan Year in which you reach age 35, or if applicable, within a reasonable period of time following your date of employment or termination.

D. Unmarried Participant. If, however, you are not married at the time of your death, or your spouse cannot be located or your spouse has properly waived any right to the death benefit, then the death benefit will be paid to the Beneficiary you have designated on a form to be provided by the Plan Administrator. Since your age and marital status both have a major impact on the form and manner of

your death benefit, it is essential that you inform the Administrator as to your proper age and any changes in your marital status.

9.05 WHAT IS A "QUALIFIED ELECTION"?

A. Definition. A "Qualified Election" is your election not to receive benefits payable under the Plan in the form of a Qualified Joint and Survivor Annuity (see Section 9.03A) and/or to have death benefits paid in a form other than a Qualified Pre-Retirement Survivor Annuity (see Section 9.04A), provided that your spouse, if any, consents to such election in the presence of a Plan representative (usually the Plan Administrator) or a notary public. The Qualified Election and your spouse's consent must be in writing on the form(s) prescribed by the Plan Administrator. No election will be a Qualified Election unless and until it is approved by the Plan Administrator. A Qualified Election will be effective only with respect to the spouse who has consented to the election.

B. Without Spousal Consent. If you establish to the satisfaction of the Plan Administrator that spousal consent cannot be obtained because you are not married, or because you cannot locate your spouse, your election will be deemed a Qualified Election.

9.06 DO DISTRIBUTIONS OF DIFFERENT AMOUNTS RECEIVE SPECIAL TREATMENT?

If the total of your Accounts is not greater than \$5,000, you will receive a single sum distribution of the entire vested Accounts upon your Separation from Service with BCC, without consent, as soon as possible after the occurrence of one of the distributable events described in sections 9.01 and 9.02. Any distribution of \$5,000 or above requires your written consent, plus the written consent of your spouse (if any), witnessed by a notary or a Plan representative (usually the Plan Administrator).

9.07 WHEN MUST MY BENEFITS BE PAID?

Required Beginning Date. Unless you elect otherwise, distribution of your benefits will begin within 60 days after the Plan Year in which the latest of the following occurs:

- (1) your attainment of the earlier of age 65 or Normal Retirement Age (see Section 8.01)
- (2) the 10th anniversary of the year in which you became a Participant in the Plan; or
- (3) your termination of employment with BCC.

Latest Beginning Date. You must begin receiving benefit distributions no later than April 1 of the calendar year after the year in which you reach 70-1/2 or retire, whichever is later.

If you reached age 70-1/2 prior to 1998, special options may be available. You should contact your Plan Administrator for additional information regarding these options. If you attained age 70-1/2 after 1995, you may choose whether to begin your distributions at age 70-1/2 or wait until you actually retire.

If you attained age 70-1/2 before 1997 and are still employed, you may elect to stop receiving the minimum payments which have already begun.

Basically, the method of distribution you elect must provide that 100% of your benefits be distributed over your lifetime, or over the lifetimes of you and your named Beneficiary. Special rules apply if your named Beneficiary is your spouse. If the Beneficiary named is not your spouse and there is a substantial age difference, minimum death incidental benefit rules will require that a higher percentage be distributed over your life expectancy. Life expectancies (except in the case of an annuity) of you and

your spouse Beneficiary may be recalculated annually; life expectancies of nonspouse Beneficiaries may not be recalculated.

Insufficient distributions will be subject to a 50% penalty tax, based on the amount of shortfall. Since this penalty is very severe, and the rules governing distributions are complex, competent professional advice should be obtained.

9.08 ARE MY PLAN BENEFITS INSURED?

The Pension Benefit Guaranty Corporation (PBGC) is a government agency that insures certain benefits provided under "defined benefit" pension plans. This Plan is not a "defined benefit" plan and thus, is not insured by the PBGC.

9.09 HOW ARE PLAN BENEFITS TAXED AND WHAT PENALTIES MAY APPLY UPON DISTRIBUTION?

A. Withdrawals. A ten percent penalty tax applies on distributions for reasons other than the following events:

- (1) Death;
- (2) Disability;
- (3) Separation from Service during or after the year in which you reach age 55;
- (4) Age 59-1/2;
- (5) If the withdrawal is to cover tax deductible, uninsured medical expenses;
- (6) In the form of an annuity based on life expectancy or in the form of substantially equal installments paid at least annually and based on your life expectancy (such payments must continue until you reach age 59-1/2 and at least five years); or,
- (7) If pursuant to a Qualified Domestic Relations Order (see section 10.04).

B. Required Minimum Distributions. A fifty percent excise tax is imposed on plan distributions that do not meet the minimum Internal Revenue Code required minimum distributions and required distributions beginning date (see section 9.07).

C. Rollovers. Generally, you may defer or reduce taxes which would otherwise be due by transacting a rollover to an IRA (individual retirement account annuity) or another 403(b). As of January 1, 1993, you have the following two rollover options available.

- (1) Direct Rollovers: You may have a distribution from the Plan paid directly to an IRA or another 403(b) by the payer or Plan Administrator. The distribution check is made payable to the trustee, custodian or issuer of the IRA or 403(b) receiving the distribution. If you transact a "direct rollover," the distribution will not be subject to mandatory 20% federal income tax withholding.
- (2) Participant Relievers: If you elect to personally receive a distribution eligible for rollover, that is, the distribution check is made payable to you, the payor or Plan Administrator is required to withhold 20% from the distribution and send it to the IRS. The amount withheld is subject to income tax and, if you are under age 59-1/2, an additional 10% penalty tax may

apply. Taxation of the withheld amount may be avoided only if, within 60 days of the date you receive the distribution, you rollover the following amounts to an IRA:

- (a) the 80% of the distribution you receive; plus, withheld.
- (b) an amount obtained from funds on hand which is equal to the 20%

Example: A is eligible to receive a \$10,000 distribution from the 403(b). If A elects a direct rollover, the \$10,000 will be paid by the 403(b) directly to A's IRA or other 403(b) will occur: If A elects to personally receive the \$10,000 distribution, the following will occur:

- (1) A will receive a check for \$8,000, reflecting mandatory 20% withholding of \$2,000. A then has 60 days to rollover the \$8,000 to an IRA to avoid tax on the \$8,000 for that year.
- (2) Within the same 60 day period, A will have to replace the \$2,000 and rollover that amount to an IRA. Otherwise, the \$2,000 withheld will be taxable income that year and may also be subject to an additional 10% penalty tax if A was under age 59-1/2 on the date he received the distribution.

You will be provided information regarding direct relievers and mandatory withholding when you request a distribution. It is important that you review this information carefully and consult your tax advisor before making your distribution election.

ARTICLE X. THE CLAIMS REVIEW PROCEDURE

10.01 MUST I FILE A CLAIM TO RECEIVE BENEFITS?

Benefits will be paid to you or your Beneficiary without the necessity of you filing a formal claim request. You may file a written claim request with the Administrator, if you so desire.

Any request for Plan benefits will be treated as a claim for Plan benefits and it will be subject to a full and fair review. If your claim is partially or totally denied, the Plan Administrator is required by law to furnish you with a written notice of the denial, and the reasons for the denial, including references to specific Plan provisions that are being used as the basis for this denial. The written denial notice must be given to you within a reasonable period of time, usually 90 days, following the date on which you filed your claim.

The denial notice must also contain the following information:

- (a) A description of any additional information needed to correct your claim and the reasons why it is needed and;
- (b) A description of the steps involved if a review of the denial is desired.

If you do not receive a decision on your claim within a reasonable period of time, you may proceed on the basis that your claim has been denied. You then may proceed to the Claims Review Procedure described in section 10.02.

10.02 HOW ARE CLAIMS REVIEWED?

Upon denial of your claim for benefits, you may file your claim for review, in writing, with BCC or the Plan Administrator. You must file the claim for review no later than 60 days after you have received written notification of the denial of your claim for benefits. You are entitled to review any and all documents related to your claim and its denial. You may provide written comments and evidence relating to your claim to the Plan Administrator.

Appeal of your claim's denial must be given a full and fair review. If this appeal is denied, the Administrator must provide you written notice of this denial within 60 days after the date on which

written notice of your appeal is received. This time period may be extended under certain circumstances, and the Plan Administrator must inform you in writing if such an extension is needed and the reasons for the extension. Any extension, however, may not be more than 60 days in length.

The Plan Administrator's decision on your appeal must be communicated to you in writing and must include specific references to the specific Plan provisions on which the decision was based. If the Plan Administrator fails to provide you with a written decision within the time periods explained above, your appeal will be deemed denied.

Please note that this is the general claims review procedure under ERISA (Employee Retirement Income Security Act of 1974) and, since part or all of your benefits are provided or administered by an insurance company or some other organization, the claims procedure and appeal procedure will be governed by the rules of that organization. Specific procedures applying to annuity contracts are explained below.

10.03 WHAT CLAIMS PROCEDURES APPLY TO ANNUITY CONTRACTS?

Your application for benefits must be made to the life insurance company that has issued the annuity contract under which the benefits are payable. You must provide the application on such forms and in accordance with the terms of the annuity contract under which your claim is made.

The life insurance company will respond to any such application within a reasonable period, not to exceed 90 days after its receipt of the application. If your application for benefits is denied, the life insurance company must furnish you with written notice of the specified reasons for the denial and a description of any additional information needed from you, or further steps required of you. You may appeal any such denial by making written application to the life insurance company, which must respond in writing to any such request for review within 60 days of its receipt and must give specific reasons if the appeal is denied.

10.04 WHAT IS A "QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)"?

As a general rule, the law provides that your interest in your Accounts may not be "alienated". This means that your interest may not be sold, used as collateral for a loan or debt, or otherwise transferred. Also, your creditors may not attach, garnish, or otherwise interfere with your Accounts.

There is an exception to this rule. The Plan Administrator may be required to recognize obligations you incur as a result of court-ordered child support or alimony payments. The Plan Administrator is required to honor a "Qualified Domestic Relations Order" (QDRO). A QDRO is defined as a court order or decree that requires you to pay child support or alimony, or otherwise allocates a portion of your assets to a spouse, former spouse, child or other legal dependent (Alternate Payee). If the Administrator receives a QDRO, all or a portion of your Accounts may be used to meet its terms. The Administrator is required to notify you upon receipt of a QDRO and is required to determine its validity prior to making any payments from your Accounts pursuant to it. To be a valid QDRO, the order generally cannot require the Plan to permit a distribution to an Alternate Payee prior to the earliest

time that you would be eligible for a distribution from the Plan, unless the Plan permits an earlier distribution to the Alternate Payee.

This Plan will permit a distribution to an Alternate Payee prior to the earliest time that you would be eligible for a distribution from the Plan.

ARTICLE XI. MISCELLANEOUS PROVISIONS

11.01 WHAT DOCUMENTS AM I ENTITLED TO EXAMINE UPON REQUEST?

As a Participant in this Plan, you are entitled to certain rights under the Employee Retirement Income Security Act of 1974, also known as ERISA. ERISA provides that all Plan participants will be entitled to examine, at no cost, the following:

- (a) Plan document;
- (b) Insurance contracts;
- (c) Collective bargaining agreements (if any); and
- (d) Copies of all Plan-related documents and reports filed with the government, such as annual reports and Plan descriptions.

This examination may take place at the Plan Administrator's office, union halls, or at the Employer's place of business during reasonable hours.

11.02 WHAT DOCUMENTS AM I ENTITLED TO RECEIVE UPON REQUEST?

You are also entitled to the following:

- (a) Copies of the Plan document and related information upon written request to the Plan Administrator. You may be charged a reasonable fee for the copies.
- (b) A Summary Annual Report (SAR) which describes the financial activities of the Plan for that year. An SAR must be provided by law to each Participant.
- (c) A statement telling you whether or not you have a right to receive a pension at Normal Retirement Age and what your benefit, if any, would be if you terminated employment now. The statement must also tell you how long you must work in order to receive a pension if you do not as yet have the right to one. You must request this statement in writing and you have the right to receive one statement, free of charge, each year.

This requirement will automatically be met if BCC or the insurance company provides you with statements at least annually which provide this information.

11.03 ARE THERE OTHER RIGHTS OF WHICH I SHOULD BE AWARE?

ERISA requires that the people responsible for the operation of the Plan, including the Plan Administrator and the Employer, who are called "fiduciaries," perform their duties prudently and solely in the best interests of Plan Participants and their Beneficiaries. No one may fire you or otherwise

retaliate against you in any way to prevent you from exercising your rights under ERISA or your right to obtain Plan benefits.

You have the right to receive, in writing, any partial or total denial of your claim for Plan benefits, as well as the right to a full and fair review of any such denial (see Article X).

Under ERISA, you may take steps to enforce your rights listed in this section. For example, if you request information from the Plan and do not receive it in 30 days, you may file suit in federal court. The court may order the Plan Administrator to supply you with the materials, and, unless the materials were not provided because the Plan Administrator did not as yet have access to them, may order the Plan Administrator to pay you up to \$110 per day plus court costs and legal fees. If your claim for benefits is partially or totally denied or ignored, you may file suit in federal court, though you are advised to exhaust the Plan's Claims Review Procedure first.

If the Plan's fiduciaries misuse Plan assets or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may bring suit in federal court. If you win, the court may require the losing side to pay your court costs and legal fees. However, if you lose and the court finds your suit to be frivolous, you may be required to pay both your fees and their costs and fees.

For more information about ERISA and your rights, you should contact the nearest Area office of the United States Labor-Management Services Administration, Department of Labor.

11.04 WHAT HAPPENS IF I LEAVE BCC TO PERFORM MILITARY SERVICE, AND THEN RETURN TO BCC?

If you leave the service of BCC to perform military service, and then return to BCC after that period of military service, you may be entitled to contributions, service credits, or other benefits under the Plan with respect to that period. You should consult the Plan Administrator if you believe this provision may apply to you.

ARTICLE XII. AMENDMENT AND TERMINATION OF THE PLAN

12.01 CAN THE PLAN BE AMENDED?

BCC may amend the Plan at any time, at its sole discretion. However, no amendment may result in a reduction of any Participant's vested interest or cause any portion of the Plan's assets to revert back to BCC. No amendment may eliminate or reduce any optional form of distribution or benefit provided

by the Plan. No amendment may authorize the use of Plan assets for purposes other than the exclusive benefit of Participants and their Beneficiaries.

You will be given notice of amendments of the Plan to the extent required by ERISA

If the Plan's Vesting schedule is amended, and you have at least 3 Years of Service, you may elect to have your vested percentage computed using the pre-amendment Vesting schedule.

12.02 CAN THE PLAN BE TERMINATED?

BCC may terminate the Plan at any time, at its sole discretion. Upon termination, all amounts credited to your Accounts will become 100% vested.

Upon termination, the insurance company(ies) or other financial institutions holding assets of this Plan will distribute the contracts held on your behalf to you, or will transfer the contracts to a successor plan, if you so direct. Your spouse's written consent, witnessed by a notary or a Plan representative (usually the Plan Administrator), must be obtained before any distribution resulting from Plan termination can be made.

ADDENDUM

PLAN LOAN PROVISIONS

Applicable to Accounts Funded with VALIC Annuity Contracts

1. IDENTITY OF PERSONS OR POSITIONS AUTHORIZED TO ADMINISTER LOAN PROGRAM

The Plan Administrator is authorized and responsible for administering the loan program described in the Plan Document. With regard to participant balances funded through annuity contracts with The Variable Annuity Life Insurance Company (VALIC), the Plan Administrator has authorized VALIC to administer loans as a service to the Plan. However, the Plan Administrator will retain all discretionary authority regarding the loan program and loans to individual Participants.

2. PROCEDURE FOR APPLYING FOR LOANS

Participants may apply for a loan by completing a VALIC loan application. Participants may contact the Customer Care Center at 1-800-44-VALIC to complete an application. Documents necessary to complete the processing of your loan will be mailed to you. Loan applications may also be obtained from the local VALIC financial professional, VALIC's regional office servicing the location, or from VALIC's home office at 2929 Allen Parkway, Houston, TX 77019. The Summary Plan Description, VALIC ERISA Loan Application & Agreement and ERISA Loan Disclosure Statement, Plan Document, and this Addendum of Plan Loan Provisions will together describe all loan provisions of the Plan. VALIC's loan application and loan processing fee is \$50.

3. BASIS FOR APPROVING OR DENYING LOANS

A fully completed and signed VALIC ERISA Loan Application & Agreement, which includes the ERISA Loan Disclosure Statement, must be received by VALIC. Loans will be granted to all Participants, active and terminated, if the loan minimum and maximum requirements are met. These requirements include: (a) \$1,000 minimum loan per VALIC account, (b) \$2,000 required minimum vested balance of all VALIC accounts (under the Plan), (c) a maximum loan limit of the lesser of 50% of vested account balance or \$50,000 reduced by the excess of any highest outstanding loan balance within the previous 12 months over the balances currently owed, and (d) no more than 50% of vested balance of the account will be available for the loan.

4. LIMITATIONS ON TYPE AND AMOUNT OF LOANS OFFERED

The length of time during which a Participant is required to repay a loan depends on the purpose for the loan. Loans made to help purchase a principal residence of the Participant must be repaid within 10 years. Loans for all other purposes must be repaid over a period of five years or less. All loans must be repaid in equal quarterly installments consisting of both interest and principal, unless your Plan collects loan payments through automatic payroll deduction. The frequency and dollar amount of loan installments collected through automatic payroll deduction will be determined by the number and

interval of payroll dates designated by your employer for loan repayment, however, this amount must satisfy the scheduled quarterly payment. Loans are available only from fixed account funds.

A VALIC loan will become immediately due and payable upon surrender of your VALIC Contract, and the outstanding loan balance will be deducted from your Contract value.

5. PROCEDURE FOR DETERMINING REASONABLE RATE OF INTEREST

The minimum rate of interest to be charged on outstanding loan balances will be comparable to the rates being charged for fully secured loans offered by area credit unions, banks, and savings and loan institutions at the time the loan is made. Unless lower than this fully secured rate, the interest rate charged on loans from VALIC accounts will be established each calendar quarter based on Moody's Corporate Bond Yield Average -- Monthly Average Corporates for the month ending two months prior to the calendar quarter. No change will be made unless the change in the index is at least equal to 1/2%. All changes will be made in 1/2% increments. The rate paid on the Account Balance used to secure the loan will be the adjustable loan interest rate less 3%. Thus, the rate charged for these fully secured loans will be 3% higher than the return earned by the Participant account.

6. TYPES OF PERMISSIBLE COLLATERAL

Only Participant Vested Account Balances at VALIC may be used as security, subject to the limitations described under item 3 above.

7. EVENTS WHICH CONSTITUTE DEFAULT AND STEPS TO BE TAKEN TO PRESERVE PLAN ASSETS IN EVENT OF DEFAULT

Non-payment of the quarterly loan principal and interest due within 30 days after the due date will constitute a default. Unless the default is timely cured, the entire loan balance and interest thereon will be reported to the Internal Revenue Service (IRS) as a taxable distribution, subject to tax at ordinary income rates and possibly subject to a 10% early distribution tax. Participant account balances held as security for the loan will be foreclosed upon by VALIC for the Plan after a distribution under the terms of the Plan and law is permitted. Repayment of the defaulted loan is allowed up until the foreclosure date. Until foreclosure, VALIC will pay an interest rate on the secured balance for the loan equal to the rate being charged. Thus, the total interest due on the defaulted loan will be paid in full at the date of foreclosure from the interest earned on the secured portion of the Participant's account. Additional loans will not be granted prior to foreclosure of a defaulted loan.

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**BLACKFEET COMMUNITY COLLEGE
403(B) PENSION PLAN**

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**BLACKFEET COMMUNITY COLLEGE
403(B) PENSION PLAN**

ARTICLE I. PURPOSE

BLACKFEET COMMUNITY COLLEGE (hereinafter the "Employer") has established the BLACKFEET COMMUNITY COLLEGE 403(B) PENSION PLAN (hereinafter the "Plan") for the purpose of purchasing annuity contracts for its Employees pursuant to Section 403(b) of the Internal Revenue Code of 1986, as amended. The Plan Administrator shall be the Director of Finance.

This Plan shall be funded exclusively through the purchase of annuity contracts. All purchase payments under such annuity contracts, including those made through participating employees' salary reduction agreements, shall be considered part of this Plan. The terms and conditions of such annuity contracts shall be considered part of, and shall be construed as having been incorporated into, this Plan.

For the purposes of the Employee Retirement Income Security Act, the Employer and the Plan Administrator are the named fiduciaries of this Plan.

ARTICLE II. DEFINITIONS

As used in this Plan, the following words and phrases shall have the meanings set forth below:

2.01 ACCOUNT

The account established and maintained under the Annuity Contract for each Participant with respect to his interest in the contract. The term "Account" may also refer to the separate accounts maintained for Employer Contributions and Elective Deferrals.

2.02 ALTERNATE PAYEE

Any spouse, former spouse, child or other dependent of a Participant who is recognized by a Qualified Domestic Relations Order as having a right to receive all, or a portion of, the benefits payable under the Plan with respect to the Participant.

2.03 ANNUITY CONTRACT

A group fixed, variable or combination fixed and variable annuity contract issued by a life insurance company and approved for sale in this state, which provides for periodic payments at regular intervals whether for a period certain or for one or more lives. The Plan Administrator shall select the Annuity Contract to which contributions under this Plan shall be made and shall take all steps necessary for the establishment of a group contract. If the Plan Administrator selects two or more Annuity Contracts as funding vehicles for this Plan, and if Participants are given the right to select the Annuity Contract or Annuity Contracts to which Plan contributions on their behalf will be made, such selections shall be communicated to the Plan Administrator or its agent designated for that purpose. If multiple investment options are available to the Participants under a single Annuity Contract, the Plan Administrator authorizes Participants to make their investment selections by direct communication with the issuing life insurance company pursuant to the terms of the Annuity Contract.

The terms of each Annuity Contract purchased under the Plan shall satisfy the requirements of Section 403(b) of the Code and all applicable requirements of ERISA and shall further provide that the Participant's rights under the contract are subject to the terms of the plan under which it is purchased.

Each such Annuity Contract shall provide a Qualified Joint and Survivor Annuity and a Qualified Preretirement Survivor Annuity conforming to the requirements of this Plan and Section 205 of ERISA.

2.04 BENEFICIARY

The person or persons designated by the Participant to receive any benefits payable under the Annuity Contract in the event of the Participant's death.

2.05 BREAK IN SERVICE

A period of 12 consecutive months during which the Participant does not complete more than 500 Hours of Service with the Employer.

For purposes of determining whether an Employee has incurred a Break in Service, an Employee who is absent from work by reason of such Employee's pregnancy, the birth of such Employee's child, or the placement of a child with such Employee in connection with adoption by such Employee, or for purposes of caring for such a child for a period immediately following such birth or placement, shall be credited with the Hours of Service which otherwise would have been credited to such individual, or in any case in which such hours cannot be determined, 8 Hours of Service per day of such absence. Such Hours of Service shall be credited (1) in the Computation Period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or (2) in all other cases, in the following Computation Period. This provision shall not apply, however, unless the individual furnishes to the Plan Administrator, in a timely manner, such information as the Plan Administrator may reasonably require to establish that the absence is for the permitted reasons and the length of such absence. The foregoing shall not be construed to increase the number of Years of Service that would otherwise be credited to an Employee.

A period of unpaid Family Medical Leave Act (FMLA) leave shall not be treated or counted as a Break in Service for purposes of vesting or eligibility to participate. This shall not increase the number of Years of Service that would otherwise be credited to a Participant, but will prevent such Participant from sustaining a Break in Service. If any FMLA leave is also covered under the preceding paragraph regarding maternity or paternity absences, the more generous of the two rules shall apply.

2.06 CODE

The Internal Revenue Code of 1986, as amended.

2.07 COMPENSATION

As defined in section 6.04, the measure of a Participant's compensation for a Plan Year that is used to determine the level of contributions under the Plan.

2.08 COMPUTATION PERIOD

The 1-year period that is used to determine whether an Employee has completed a Year of Service. The Computation Period will be determined with reference to section 6.01, as applicable.

2.09 DISABLED

A Participant's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which

has lasted or can be expected to last for a continuous period of not less than 12 months. A Participant shall be considered Disabled only if the permanence and degree of such impairment is supported by medical evidence. Such determinations shall be made on a uniform basis for all.

2.10 EARLY RETIREMENT AGE

The date on which a Participant attains age 55. A Participant's Early Retirement Date is the first day of the first month after his attainment of Early Retirement Age.

2.11 ELECTIVE DEFERRAL

A contribution to purchase an Annuity Contract pursuant to an Employee's salary reduction agreement within the meaning of Section 3121(a)(5)(D) of the Code.

2.12 EMPLOYEE

Any natural person who is employed by the Employer. Except as otherwise provided, an individual shall not be considered an Employee for any period during which he was not treated as an employee for federal income tax purposes.

2.13 EMPLOYER

The entity(ies) named in Article I of this Plan.

2.14 EMPLOYER CONTRIBUTIONS

Contributions made by the Employer, excluding Elective Deferrals.

2.15 ENTRY DATE

The date as of which an Employee becomes a Participant with respect to Employer Contributions, as determined with reference to section 6.01.

2.16 ERISA

The Employee Retirement Income Security Act of 1974, as amended.

2.17 HIGHLY COMPENSATED EMPLOYEE

An Employee who for the relevant Plan Year is an individual described in Code Section 414(q). The group of Employees that will be considered "Highly Compensated Employees" shall not be limited to the "top-paid" group (i.e., the top 20% of the Employees of the Employer, when ranked on the basis of compensation).

2.18 HOUR OF SERVICE

An "Hour of Service" shall constitute the following:

- (1) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer.

- (2) Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. Notwithstanding the preceding sentence,
- (i) No more than 501 Hours of Service are required to be credited under this paragraph (2) to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single Computation Period);
 - (ii) An hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed, is not required to be credited to the Employee if such payment is made or due under a Plan maintained solely for the purpose of complying with applicable worker's compensation or unemployment compensation, or disability insurance laws;
 - (iii) Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee; and
 - (iv) No credit shall be given for compensation, beyond that for accrued vacation, holiday, or sick leave, paid to an Employee upon his termination, regardless of the method of calculation of such termination compensation.
- (3) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service will not be credited both under paragraph (1) or paragraph (2), as the case may be, and under this paragraph (3). These hours will be credited to the Employee for the Computation Period or periods to which the award or agreement pertains rather than the Computation Period in which the award, agreement, or payment is made.

If the Employer is a member of an affiliated service group (under Section 414(m)), a controlled group of corporations (under Section 414(b)), or a group of trades or businesses under common control (under Section 414(c)), or an arrangement described in Section 414(o), Hours of Service will be credited for any employment for any period of time for any other member of such group. Hours of Service will also be credited for any individual required under Section 414(n) to be considered an Employee of any Employer aggregated under Section 414(b), (c), (m), or (o).

Notwithstanding any limitation in the Plan to the contrary, an Employee shall be credited with Hours of Service for any other period in which service was not actually performed, to the extent required by applicable law.

In addition, an Employee who is absent from work by reason of service with the Armed Forces of the United States of America shall be credited with the Hours of Service which otherwise would have been credited to such Employee, but for such absence; provided, however, that the Employee directly enters such service and returns to employment with the Employer within the time and under the conditions which entitle the Employee to reemployment rights under the federal laws of the United States of America.

2.19 LIMITATION YEAR

The calendar year.

2.20 NON-HIGHLY COMPENSATED EMPLOYEE

An Employee who is not a Highly Compensated Employee.

2.21 NORMAL RETIREMENT AGE

The date on which a Participant attains age 65. A Participant's Normal Retirement Date is the first day of the first month after his attainment of Normal Retirement Age.

2.22 PARTICIPANT

An Employee or former Employee for whom contributions, including Elective Deferrals, have been made under the Plan and who has not yet received all of the payments of benefits to which he is entitled under the Plan.

2.23 PAYOUT OPTION

Any of the annuity options or other options for payment that may be available under an Annuity Contract purchased under the Plan.

2.24 PLAN ADMINISTRATOR

The entity(ies) so named in Article I of the Plan. The Plan Administrator shall include any successors named by the Employer. The Plan Administrator shall have full authority to control and manage the operation and administration of the Plan, to construe and interpret the Plan, to decide all questions of eligibility and to prescribe such rules and procedures as are necessary to carry out the terms of the Plan. The Plan Administrator may delegate certain of its responsibilities and powers under this Plan to officers, Employees, or agents.

2.25 QUALIFIED DOMESTIC RELATIONS ORDER ("QDRO")

Any judgment, decree, or order (including a property settlement agreement) made pursuant to state domestic relations law which:

- (1) Relates to child support, alimony payments or marital property rights to a spouse, former spouse, child or other dependent; and
- (2) Creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable under a plan.

A QDRO must comply with ERISA Section 206(d) and Code Section 414(p).

2.26 QUALIFIED ELECTION

A Participant's election (i) not to receive benefits payable under the Plan in the form of a Qualified Joint and Survivor Annuity, and/or (ii) to have death benefits paid in a form other than a Qualified Preretirement Survivor Annuity, provided that his spouse, if any, specifically consents to such election and acknowledges the effect of such election (which consent and acknowledgment must be witnessed by a Plan representative or a notary public).

If the Participant establishes to the satisfaction of the Plan Administrator that spousal consent cannot be obtained because there is no spouse, because he cannot locate his spouse, or because of other circumstances prescribed in relevant Treasury regulations, the Participant's election shall be deemed a Qualified Election.

A Qualified Election and the spouse's consent thereto must be in writing on the form(s)

prescribed by the Plan Administrator. No election shall be a Qualified Election unless and until it is approved by the Plan Administrator. A Qualified Election shall be effective only with respect to the spouse who has consented to the election.

2.27 QUALIFIED JOINT AND SURVIVOR ANNUITY

An annuity for the life of a Participant with a survivor annuity for the life of the Participant's spouse equal to 50 percent (or such higher percentage, not to exceed 100 percent, as the Participant elects under the Annuity Contract) of the amount of the annuity payable during the joint lives of the Participant and the Participant's spouse, and which otherwise satisfies the requirements of Section 205 of ERISA. In the case of an unmarried Participant, a Qualified Joint and Survivor Annuity is an annuity for the life of the Participant. The amount of payments under any Qualified Joint and Survivor Annuity will be the amount that can be purchased with the Participant's Vested Account balance.

2.28 QUALIFIED PRERETIREMENT SURVIVOR ANNUITY

An immediate annuity for the life of the Participant's surviving spouse that has a value of at least 50 percent of the Participant's Vested Account balance valued as of the date of the Participant's death.

2.29 SEPARATION FROM SERVICE

The severance of the Participant's employment with the Employer. A Participant shall be deemed to have severed employment with the Employer in accordance with the standards of Sections 402(e)(4)(D)(i)(III) and 403(b)(11) of the Code.

2.30 VESTED

A Participant's or Beneficiary's nonforfeitable right to receive benefits based on the Account balance under the Annuity Contract.

2.31 YEAR OF SERVICE

A Computation Period during which an Employee is credited with at least 1,000 Hours of Service.

ARTICLE III. EFFECTIVE DATE

The effective date of the Plan is January 1, 2002.

ARTICLE IV. PLAN YEAR

The Plan Year shall be the 12 consecutive month period beginning on January 1 and ending on December 31.

ARTICLE V. ELECTIVE DEFERRALS

5.01 ELIGIBLE EMPLOYEES

- A. General Rule. Except as provided in subsection 8 of this section, all Employees (not including Leased Employees described in Code Section 414(n)) shall be immediately eligible to make Elective Deferrals with the Employer under this Plan.
- B. Excluded Employees. There are no excluded Employees. All Employees in the eligible class described in subsection A shall be eligible to make Elective Deferrals.

5.02 SALARY REDUCTION AGREEMENT

An Employee shall cause Elective Deferrals to be made by entering into a salary reduction agreement with the Employer, whereby the Employee agrees to reduce his or her future salary payments by a specific amount, and the Employer agrees to apply such salary reduction amounts as annuity purchase payments on behalf of the Employee. The Employer may adopt reasonable administrative limitations and procedures with regard to the number and timing of salary reduction agreements that a Participant may have in effect in any Limitation Year.

5.03 SALARY REDUCTION MINIMUM

A Participant shall be permitted to make Elective Deferrals in any amount subject to the limitations of this Article.

5.04 SPECIAL CODE LIMITATIONS

Notwithstanding any other provision of the Plan, no Elective Deferrals or Employer Contributions shall be made that would exceed the limitations on the amounts excludable from gross income under Sections 402(g), 403(b), and 415 of the Code, and those limitations are incorporated herein by reference. Compensation for purposes of determining such limitations shall be determined in accordance with the regulations issued by the Internal Revenue Service under Sections 403(b) and 415 of the Code. If any of these limits would otherwise be exceeded, the Participant's Elective Deferrals, and then, to the extent necessary, any Employer Contributions for the Participant, shall be reduced (in a practicable and proportional manner to be determined by the Plan Administrator) until all contributions are within the relevant limitations.

5.05 CORRECTIVE DISTRIBUTIONS

- A. 415 Excess. If, notwithstanding the application of section 5.04, the limits under Section 415 of the Code are exceeded for any taxable year, and such excess is a result of a reasonable error in estimating a Participant's annual compensation or under such other facts and circumstances that are permitted under any regulation or other ruling of the U. S. Department of Treasury, then the amount of Elective Deferrals will be returned to the Participant until contributions are within the Section 415 limits. If contributions still exceed the Section 415 limits, then Employer Contributions will next be reduced until all of the contributions are within the Section 415 limits. If, however, it is a plan to which Employer matching contributions are made, then both Elective Deferrals and Employer matching contributions must be proportionately reduced. In either event, Elective Deferrals will be returned to the Participant and the Employer Contributions (or Employer matching

contributions, if applicable) will be held unallocated in a suspense account and will be applied to reduce future Employer Contributions (or Employer matching contributions, if applicable).

- B. 402(g) Excess. If, notwithstanding the application of section 5.04 and after any adjustment provided for in section 5.05(A) above, the dollar limit on Elective Deferrals under Section 402(g) of the Code is exceeded for any taxable year, the Participant may request, but not later than March 1 after the close of such taxable year, that any portion of his "excess deferrals" (within the meaning of the Code) and attributable income be returned to him. A Participant is deemed to have notified the Plan Administrator of, and to have requested a distribution of, those excess Elective Deferrals that arise on account of the Elective Deferrals made to this Plan and any other plan of the Employer. If a return of "excess deferrals" is made, the return shall be made not later than April 15 after the taxable year for which the "excess deferrals" occurred. Such amount shall be distributed in one lump sum without regard to Participant or spousal consent.

Notwithstanding any vested percentage determined according to Article VII, if "excess deferrals" are returned to a Participant, any Employer matching contributions made with respect to such "excess deferrals" shall be forfeited and used to offset future Employer Contributions.

- C. 403(b) (2) Excess. If, notwithstanding the application of section 5.04 and after any adjustment provided for in sections 5.05(A) or 5.05(6) above, the "exclusion allowance" under Section 403(b)(2) of the Code is exceeded for any Participant for any taxable year, such excess contributions may be returned to the Participant, but only to the extent permitted under the rules of Section 403(b) and the terms of the Plan.

ARTICLE VI. EMPLOYER CONTRIBUTIONS

6.01 ELIGIBILITY/PARTICIPATION REQUIREMENTS FOR EMPLOYER CONTRIBUTIONS

- A. Eligible Class of Employees. Except as provided in subsection B of this section of the Plan: All Employees (not including Leased Employees described in Code Section 414(n)) shall be eligible for Employer Contributions.
- B. Excluded Employees. There are no excluded Employees. All Employees in the eligible class described in subsection A shall be eligible for Employer Contributions.
- C. Age and Service Requirements. An Employee in the eligible class shall be eligible for Employer Contributions upon the completion of a 90 day probation period with the Employer.
- D. Computation Period. For purposes of determining an Employee's Years of Service for eligibility purposes, the initial Computation Period will be the 1-year period commencing with the date on which an Employee is first credited with an Hour of Service; provided, however, that in the case of an Employee who incurs a Break in Service prior to completing the eligibility requirements, such period will commence with the first date after such Break in Service on which the Employee is credited with an Hour of Service. The Computation Period shall then switch to the Plan Year, as of the first day of the first Plan Year commencing with or next following the Employee's first Hour of Service. The Employee shall receive credit for two Years of Service if he is credited with the Hours of Service required for a Year of Service in both the initial Computation Period and the first Plan Year which commences prior to the first anniversary of the date on which the Employee first was credited with an Hour of Service.

- E. Entry Date. For purposes of this Article, an Employee shall become a Participant as of the first day of the first payroll period commencing after the date the eligibility requirements are satisfied.
- F. Reemployed Employees. For purposes of determining eligibility for Employer Contributions, all of a reemployed Employee's Service with the Employer shall be taken into account. A reemployed employee shall become eligible for Employer Contributions as of the later of the date of his return or the date provided under subsection C.

6.02 AMOUNT OF EMPLOYER CONTRIBUTIONS

Employer Contributions shall be made at a rate equal to a uniform percentage of the Compensation of each Employee who is eligible for Employer Contributions. The Employer shall have discretion to vary the contribution rate from Plan Year to Plan Year. The initial uniform rate shall be equal to 4 percent of the Compensation of each Employee who is eligible for Employer Contributions.

Employer Matching Contributions shall be made at a rate equal to a specified percentage of the Elective Deferrals of each Employee who is eligible for Employer Contributions. The Employer shall have discretion to vary the rate of Employer Matching Contributions from Plan Year to Plan Year.

6.03 TIMING OF EMPLOYER CONTRIBUTIONS

Employer Contributions for any Plan Year will be made at such time or times as the Employer shall determine in its sole discretion.

6.04 DEFINITION OF COMPENSATION

- A. General Rule. Compensation shall mean for each Employee the compensation (within the meaning of Code Section 415(c) (3); and within the meaning of Code Section 414(s) for safe harbor plans) received during the Plan Year by such Employee from the Employer. The amount of Compensation taken into account under this Plan for any Employee for any Plan Year shall not exceed the maximum amount permitted under Section 401(a) (17) for such Plan Year.
- B. Treatment of Elective Contributions. For purposes of subsection A, Compensation shall not be reduced by the amount of elective contributions or exclusions that are not currently includible in the Employee's gross income by reason of the application of Sections 125, 402(e)(3), 402(h), 403(b), 408(p), and 457(b) of the Code.
- C. Compensation in Year of Initial Eligibility. An Employee who has satisfied the eligibility requirements for Employer Contributions during a Plan Year shall be entitled to such contributions with respect to Compensation earned on and after the date he becomes a Participant.

6.05 LIMITATION ON MATCHING CONTRIBUTIONS

- A. Actual Contribution Percentage Test. Employer Matching Contributions shall satisfy at least one of the following tests for each Plan Year:
 - 1. The Actual Contribution Percentage for Highly Compensated Employees for the Plan Year may not be more than the Actual Contribution Percentage of Non-Highly Compensated Employees for the prior Plan Year multiplied by 1.25; or
 - 2. The Actual Contribution Percentage for Highly Compensated Employees shall not

- exceed the Actual Contribution Percentage for Non-Highly Compensated Employees for the prior Plan Year multiplied by 2, provided that the Actual Contribution Percentage for Highly Compensated Employees does not exceed that of Non-Highly Compensated Employees by more than 2 percentage points (or such lesser amount as may be prescribed by applicable regulations to prevent multiple use of this alternative limitation with respect to any Highly Compensated Employee).
- B. Definition of Actual Contribution Percentage. For purposes of this section, the "Actual Contribution Percentage" with respect to an eligible Employee group is the average of the ratios, calculated separately for each eligible Employee in the group, of the Employer Contributions that are matching contributions for the applicable Plan Year to the Employee's compensation for the same Plan Year. Such computations shall be made in accordance with all applicable requirements under Code Section 401(m) and the regulations issued thereunder. For the first Plan Year that the Plan is subject to the Average Contribution Percentage Test, the "prior year" Actual Contribution Percentage for Non-Highly Compensated Employees shall be deemed to be 3%.
- C. Return of Excess Aggregate Contributions. Notwithstanding any other provision of this Plan, including any provision requiring spousal consent, the event that matching contributions on behalf of Highly Compensated Employees exceed the limitations outlined above, then the amounts treated as "excess aggregate contributions" (as defined in Section 401(m)(6)(B) of the Code) shall, together with income properly allocable thereto, be distributed to the appropriate Highly Compensated Employees within 12 months after the close of the Plan Year in which such excess aggregate contributions were made, or, if such amounts are forfeitable, shall be forfeited.
- D. Use of Other Contributions. The Plan Administrator may elect, to the extent permitted by law, to take into account in performing the Actual Contribution Percentage test, Elective Deferrals and Qualified Matching Contributions under this Plan or any other Plan of the Employer.
- E. Corrective Contributions. In addition to the Employer Contributions provided for under section 6.02, the Employer reserves the right to make additional Employer Matching Contributions and/or Qualified Matching Contributions with respect to a Plan Year, to the extent permitted by law, on behalf of all eligible Employees or eligible Non-Highly Compensated Employees in order to achieve compliance with the Actual Contribution Percentage test.
- F. Definition of Qualified Matching Contributions. For purposes of this section, "Qualified Matching Contributions" are Employer Contributions that satisfy the requirements set forth in Section 1.401(k)-1(g)(13)(I) of the Treasury regulations.
- G. Definition of Employer Matching Contributions. For purposes of this Article, "Employer Matching Contributions" are Employer Contributions that are made by reason of a Participant's Elective Deferrals.
- H. Aggregation of Plans. This section shall be applied by determining the Actual Contribution Percentages of Participants as if two or more plans of the Employer were a single plan, if the following conditions apply: (i) this plan satisfies the requirements of Code Section 410(b) only if aggregated with one or more other plans of the Employer and (ii) such other plans satisfy the requirements of Code Section 410(b) only if aggregated with this Plan.

ARTICLE VII. VESTING

A Participant shall at all times have a fully vested and nonforfeitable interest in his Account under the Annuity Contract.

ARTICLE VIII. DISTRIBUTIONS

8.01 AVAILABILITY OF DISTRIBUTIONS PRIOR TO SEPARATION FROM SERVICE

- A. Elective Deferrals. Prior to a Participant's Separation from Service, the portion of the Participant's Account attributable to Elective Deferrals shall be available for distribution only in the event of hardship, to the extent permitted under section 8.06.
- B. Employer Contributions. Prior to a Participant's Separation from Service, the Vested portion of the Participant's Account attributable to Employer Contributions shall be available for distribution only in the event of hardship, to the extent permitted under section 8.06.

8.02 AVAILABILITY OF DISTRIBUTIONS AFTER SEPARATION FROM SERVICE

- A. Elective Deferrals. The portion of a Participant's Account attributable to Elective Deferrals shall be available for distribution at any time after the Participant's Separation from Service.
- B. Employer Contributions. The Vested portion of a Participant's Account attributable to Employer Contributions shall be available for distribution at any time after the Participant's Separation from Service.

8.03 FORM OF PAYMENTS

- A. Qualified Joint and Survivor Annuity. Upon the occurrence of any of the distribution events specified in sections 8.01 or 8.02, except in the case of a payment to an Alternate Payee pursuant to a Qualified Domestic Relations Order, benefits shall not be payable in any form other than a Qualified Joint and Survivor Annuity unless a Qualified Election to waive the Qualified Joint and Survivor Annuity has been made within the 90 day period ending on the annuity starting date.
- B. Other Payout Options. If a Qualified Election to waive the Qualified Joint and Survivor Annuity is made, the Participant shall be entitled to receive distributions under any of the Payout Options that may be provided under his Annuity Contract.
- C. Waiver of Qualified Joint and Survivor Annuity.
 - (1) A Qualified Election to waive the Qualified Joint and Survivor Annuity must specify the particular Payout Option under which distributions are to be made and name the nonspouse Beneficiaries (including any class of Beneficiaries or any contingent Beneficiaries), if any, who will be entitled to benefits after the Participant's death under the Payout Option. The Participant may not subsequently change that Payout Option or change such Beneficiary designation unless another Qualified Election is made or unless the original Qualified Election included a general consent by the spouse (which satisfies applicable requirements) allowing the Participant to do so. A Participant may revoke the Qualified Election to waive the Qualified Joint and Survivor Annuity at any time prior to the annuity starting date.
 - (2) With regard to the Qualified Election, the Plan Administrator shall provide the Participant, between 30 and 90 days before the annuity starting date (and consistent with Treasury regulations), a written explanation of:
 - (i) the terms and conditions of the Qualified Joint and Survivor Annuity;
 - (ii) the Participant's right to make an election to waive the Qualified Joint and Survivor Annuity;
 - (iii) the right of the Participant's spouse to consent to any election to waive the

Qualified Joint and Survivor Annuity; and

- (iv) the right of the Participant to revoke such election, and the effect of such revocation, including optional forms of benefits available under the Plan.
- (3) A Participant may elect to waive (with his or her spouse's consent) the requirement under paragraph (2) above that the written explanation be provided at least 30 days prior to the annuity starting date. However, if the Participant so elects, the distribution may not commence prior to the expiration of seven days after the date the explanation was provided.
- (4) For purposes of this section, the "annuity starting date" is the first day of the first period for which an amount is paid as an annuity or any other form.

8.04 INVOLUNTARY CASH-OUTS

Notwithstanding sections 8.01, 8.02, and 8.03, if a Participant Separates from Service at a time when the Participant's Account attributable to Employer Contributions and Elective Deferrals has a value not greater than \$5,000 (\$3,500 for Plan Years beginning prior to August 5, 1997), then the Participant shall receive a single sum distribution of the entire Account balance attributable to Employer Contributions and Elective Deferrals.

8.05 REQUIRED DISTRIBUTIONS

Unless the Participant elects otherwise, the distribution of benefits under the Annuity Contract shall begin no later than 60 days after the Plan Year in which the latest of the following occurs: (i) the Participant attains the earlier of age 65 or the Normal Retirement Age, (ii) the 10th anniversary of the year in which the Participant commenced participation, or (iii) the Participant has a Separation from Service.

The "required beginning date" of a Participant is on April 1 of the calendar year following the later of (i) the calendar year in which the Participant attains age 70-1/2, or (ii) the calendar year in which the Participant retires.

Any Participant attaining age 70-1/2 in years after 1995 may elect by April 1 of the calendar year following the year in which the Participant attained age 70-1/2, (or by December 31, 1997 in the case of a Participant attaining age 70-1/2 in 1996) to defer distributions until April 1 of the calendar year following the calendar year in which the Participant retires. If no such election is made the Participant will begin receiving distributions by the April 1 of the calendar year following the year in which the Participant attained age 70-1/2 (or by December 31, 1997 in the case of a Participant attaining age 70-1/2 in 1996).

Any Participant attaining age 70-1/2 in years prior to 1997 may elect to stop distributions and recommence by the April 1 of the calendar year following the year in which the Participant retires. There is a new annuity starting date upon recommencement.

No Payout Option shall be permitted that fails to provide for the Participant or any Beneficiary to receive for each calendar year at least the amounts required to be distributed in accordance with Section 401(a)(9) of the Code.

For purposes of applying Section 401(a) (9) to a Participant or Beneficiary, a single life expectancy shall be recalculated and a joint life expectancy shall not be recalculated, unless the Participant or Beneficiary elects otherwise.

Nothing in this section shall be construed as making available any benefit or form or time of distribution not otherwise available under an Annuity Contract.

8.06 HARDSHIP DISTRIBUTIONS

- A. Hardship distributions under section 8.01 shall be approved only in the event that the Participant experiences an immediate and heavy financial need, and the amount of any such distribution shall be limited to the amount needed to satisfy the financial need (to the extent such need may not be satisfied from other resources that are reasonably available to the Participant, including commercially available loans and loans available under the Annuity Contracts purchased under the Plan). No amount attributable to income on Elective Deferrals shall be available for distribution on account of hardship.
- B. The Plan Administrator shall determine whether the Participant's application for a hardship distribution satisfies the requirements of subsection A; provided, however, that any determination shall be made on a basis that is at least as restrictive as provided for by the Code and applicable regulations. The Participant shall be required to submit any evidence of his circumstances that the Plan Administrator deems necessary or advisable. The determination as to whether the Participant's circumstances are a case of hardship shall be based on the merits of each individual case; provided, however, that all determinations as to hardship shall be made uniformly and consistently for all Participants in similar circumstances.
- C. No distribution shall be made under this section to a married Participant unless a Qualified Election to waive the Qualified Joint and Survivor Annuity is made within the ninety (90) day period ending on the date of such distribution.

8.07 DIRECT ROLLOVERS

- A. Direct Relievers. This section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, and to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
- B. Definitions.
 - 1. Eligible Rollover Distribution. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; any hardship distribution described under Section 401(k)(2)(B)(i)(IV) of the Code (for distributions after December 31, 1998); and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
 - 2. Eligible Retirement Plan. An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity

- described in Section 408(b) of the Code, or an arrangement described in Section 403(b) of the Code that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.
3. Distributee. A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.
 4. Direct Rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

ARTICLE IX. DEATH BENEFITS

9.01 BENEFIT FORMS

- A. Death Before Commencement of Benefits.
 1. General Rule. If a Participant dies before the commencement of distributions under a Payout Option, the Vested portion of the Participant's Account balance shall be payable as a death benefit to the Participant's Beneficiary in accordance with the Payout Options available under the Annuity Contract: provided however, that if the Participant is married at the date of death, then notwithstanding any other Beneficiary designation that the Participant may have made, a Qualified Preretirement Survivor Annuity shall be paid to the Participant's surviving spouse unless a Qualified Election to waive the Qualified Preretirement Survivor Annuity has been made.
 2. Waiver of Qualified Preretirement Survivor Annuity. A Qualified Election to waive the Qualified Preretirement Survivor Annuity must be made within the period beginning on the first day of the Plan Year in which the Participant attains age 35, and ending on the date of his death (the "Waiver Period"). In the event that a Participant has Separated from Service prior to such beginning date, the Waiver Period, with respect to benefits accrued prior to separation, shall begin on the date of Separation from Service. Notwithstanding the foregoing, a surviving Spouse who is entitled to receive a Qualified Preretirement Survivor Annuity may select any other Payout Option available under the Annuity Contract. A Qualified Election to waive the Qualified Preretirement Survivor Annuity must name the nonspouse Beneficiaries (including any class of Beneficiaries or any contingent Beneficiaries), if any, who will be entitled to benefits after the Participant's death: the Participant may not subsequently change such Beneficiary designation unless another Qualified Election is made or unless the original Qualified Election included a general consent by the spouse (which satisfied applicable requirements) allowing the Participant to do so. Nonetheless, the Participant may revoke the Qualified Election to waive the Qualified Preretirement Survivor Annuity at any time prior to the Participant's death.
- B. Death After Commencement of Benefits. If distributions under the Annuity Contract have begun and the Participant dies before his entire interest in the Annuity Contract has been distributed, the remaining interest shall be distributed according to the terms of the Payout Option.

9.02 LIMITATIONS ON DEATH BENEFITS

Notwithstanding the provisions of section 9.01, following the death of the Participant, that portion of the Participant's Account that is subject to the requirements of Section 401(a)(9) of the Code must be distributed to the Participant's Beneficiary at least as rapidly as required under Section 401(a)(9), the requirements of which are incorporated herein by reference. This generally means that, if the Participant dies after distributions to him have commenced (within the meaning of Code Section 401(a)(9)), the remaining portion of the Participant's interest in the Annuity Contract must be distributed at least as rapidly as under the method of distribution in effect on the date of the Participant's death. If the Participant dies before distributions have commenced (within the meaning of Code Section 401(a)(9)), the Vested portion of his Account must (i) be fully distributed by the end of the fifth calendar year following the calendar year of the Participant's death, or (ii) applied to provide an annuity for the Beneficiary (over the life or a period not exceeding the life expectancy of the Beneficiary) commencing no later than December 31 of the calendar year following the calendar year in which the Participant dies (or, if the Participant's surviving spouse is the Beneficiary, commencing no later than the later of (i) December 31 of the calendar year following the calendar year in which the Participant died or (ii) December 31 of the calendar year in which the Participant would have attained age 70-112).

ARTICLE X. ROLLOVERS AND TRANSFERS

10.01 ACCEPTANCE FROM PLANS OF OTHER EMPLOYERS

Any Employee who has participated in another plan or annuity contract under Section 403(b) of the Code attributable to previous employment and who has received or is entitled to receive a distribution from such other plan or annuity contract may elect to make a rollover contribution or a transfer to this Plan of all or a portion of the amount derived from such other plan or annuity contract. Such rollover or transfer must satisfy all applicable requirements for a tax free rollover under Section 403(b)(8) of the Code or any successor provision of the Code or otherwise qualify as a tax-free transfer or exchange under generally accepted interpretations of the Code.

10.02 VESTING AND DISTRIBUTION

Any amount credited to a Participant's Account pursuant to a rollover or transfer under section 10.01 of this Plan shall be 100% Vested and nonforfeitable at all times and shall be available for distribution pursuant to Article VIII and Article IX of this Plan. Otherwise, the portion of a Participant's Account attributable to such a rollover or transfer shall be subject to the terms of this Plan.

10.03 TRANSFERS FROM A PLAN OF THE EMPLOYER

Any Employee who has participated in a plan or annuity contract under Section 403(b) of the Code attributable to his current employment with the Employer may elect to transfer all or a portion of the amount accumulated under such other plan or annuity contract to this Plan, provided such transfer must be effected in a manner consistent with the terms of such other plan or annuity contract as well as the terms of this Plan, and provided further that such transfer qualifies as a tax-free transfer or exchange under generally accepted interpretations of the Code. The portion of a Participant's Account attributable to such a transfer (and, if applicable, the separate portions of the transfer attributable to Employee and Employer contribution accounts) shall be subject to the terms of this Plan as if the

contributions from which the transferred amount are derived were made under this Plan. However, no such transfer shall have the effect of reducing a Participant's Vested percentage in, or otherwise eliminating any benefit rights applicable to, any transferred amount protected by ERISA or applicable Law.

10.04 THIS ARTICLE

This article shall not be construed to require this Plan to accept a rollover or transfer which may not meet the requirements for a rollover or transfer under generally accepted interpretations of the Code. The Plan Administrator may require the Participant to furnish such proof as is necessary to establish that the amount is eligible for a rollover or transfer.

ARTICLE XI. CLAIMS PROCEDURE

11.01 APPLICATION FOR BENEFITS

Each application for benefits must be made to the life insurance company that has issued the Annuity Contract under which the benefits are payable on such forms and in accordance with the terms of the Annuity Contract under which any such claim is made. The life insurance company shall respond to any such application within a reasonable period, not to exceed 90 days after its receipt of the application. If any application for benefits is denied, the life insurance company shall furnish the Participant with written notice of the specified reasons for the denial and a description of any additional information needed from, or further steps required of, the Participant. A Participant may appeal any such denial by making written application to the life insurance company, which shall respond in writing to any such request for review within 60 days of its receipt and shall give specific reasons if the appeal is denied.

11.02 DOMESTIC RELATIONS ORDER

For purposes of this section, an application for benefits in the form of, or pursuant to, a domestic relations order shall be responded to by the life insurance company only after the Plan Administrator or the Employer has established that such order is a Qualified Domestic Relations Order. Once an order has been established as a Qualified Domestic Relations Order, benefits shall be paid in accordance with the applicable requirements of such order. Reasonable written procedures shall be established to determine the qualified status of domestic relations orders and to administer distributions pursuant to Qualified Domestic Relations Orders.

Distributions to an Alternate Payee pursuant to a valid Qualified Domestic Relations Order will be permitted without regard to whether the Participant would be eligible for a distribution from the Plan.

ARTICLE XII. MISCELLANEOUS PROVISIONS

12.01 ANTI-ALIENATION

Any benefit or interest available under the Plan, any right to receive payments under the Plan, or any payment made under the Plan shall not be subject to assignment or alienation, garnishment, attachment, transfer or anticipation, execution or levy, whether by the voluntary or involuntary act of any interested person under the Plan, except for a benefit or interest which becomes payable pursuant to a Qualified Domestic Relations Order or in accordance with Internal Revenue Code Section 401(a)(13)(C), which permits the reduction of the benefits of Participants who have breached their fiduciary duty to, or committed crimes against, the Plan.

12.02 EXCLUSIVE BENEFIT

This Plan is established for the exclusive benefit of the Participants and their Beneficiaries. Except as otherwise provided by this Plan, or otherwise permitted by ERISA, no amounts held under the Plan shall ever inure to the benefit of the Employer or any successor. All amounts held under the Plan shall be held for the exclusive purpose of providing benefits to the Participants and their Beneficiaries.

12.03 GOVERNING LAW

This Plan shall be governed by and construed according to the laws of the state in which the Employer is incorporated or organized, except for those matters for which federal law preempts state law.

12.04 CONFORMITY WITH CODE AND ERISA

This Plan is established with the intent that it conform to the requirements of Section 403(b) and other applicable provisions of the Code and to the requirements applicable to an employee benefit pension plan under ERISA. The provisions of this Plan shall be interpreted whenever possible in conformity with the requirements of the Code and/or ERISA.

12.05 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 Section 414(u) of the Internal Revenue Code.

12.06 AMENDMENT OF LAW

Where the law (including, but not limited to, the Code and ERISA) governing the Plan is amended, modified, or interpreted through subsequent legislation, or rulings, or decisions, the Plan's provisions should be construed, insofar as is feasible, as incorporating any such amendment, modification, or interpretation of the law.

12.07 HEADINGS

The headings and subheadings of this Plan have been inserted merely for convenience of reference, and in no way define or limit the scope of any of the provisions and are to be ignored in any construction of the provisions.

12.08 GENDER AND NUMBER

The masculine pronoun, whenever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.

12.09 NECESSARY INFORMATION

All Employees shall provide the Plan Administrator and any life insurance company that issues an Annuity Contract hereunder with any information that may be needed for the proper and lawful operation and administration of the Plan; including, but not limited to, appropriate evidences of the Employee's age and marital status, his current address, the current address of his spouse, and the current address of any other Beneficiary.

12.10 NO RIGHT OTHER THAN PROVIDED BY PLAN

The establishment of this Plan and the purchase of any Annuity Contract under the Plan shall not be construed as giving to any Participant or Beneficiary or any other person any legal or equitable right against the Employer or its representatives, except as is expressly provided by this Plan. Under no circumstances shall this Plan constitute or modify a contract of employment or in any way obligate the Employer to continue the services of any Employee.

12.11 INABILITY TO LOCATE PARTICIPANT OR BENEFICIARY

In the event that all, or any portion, of any distribution payable to a Participant or his Beneficiary hereunder shall, at the expiration of three (3) years after it shall become payable, remain unpaid solely by reason of the inability of the life insurance company that has issued the Annuity Contract, to ascertain the whereabouts of such Participant or his Beneficiary, the amount so distributable shall be escheated to the State in which the Participant or his Beneficiary, whichever is applicable, last resided.

12.12 PROTECTION OF LIFE INSURANCE COMPANY

Any life insurance company that issues an Annuity Contract under this Plan shall be protected and held harmless by the Employer in acting according to any direction, if in writing or otherwise reasonably believed to be genuine, of the Employer, the Plan Administrator, or any delegate thereof, and shall not be required to question any such direction. Regardless of any provision of this Plan, a life insurance company shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Annuity Contract which it may issue under the Plan.

12.13 ANNUAL ACCOUNTING

Records and statements for the Plan and each Participant are to be maintained on the basis of the contract year under the Annuity Contract.

12.14 REPORTING TO PARTICIPANTS

A statement of accrued benefits will be sent to each Participant at least once each Plan Year.

12.15 SEPARABILITY

If any provision of the Plan shall be held invalid for any reason, that holding shall not affect the remaining provisions of the Plan which shall be construed and enforced as if the invalid provision had not been included in the Plan.

ARTICLE XIII. AMENDMENT OR TERMINATION

13.01 EMPLOYER'S RIGHT TO AMEND THE PLAN

The Employer reserves the right to amend or terminate the Plan at any time, provided that no such amendment may cause any amounts held under the Plan to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and Beneficiaries, and provided further that no amendment or termination of the Plan may reduce the benefits accrued by or the amount credited to the Account of any Participant, reduce any Participant's Vested percentage in that portion of the Participant's Account attributable to Employer Contributions made before the day such amendment is adopted or becomes effective, whichever is later, or eliminate or reduce any optional form of distribution or benefit or any early retirement benefit provided by the Plan.

13.02 AMENDMENT OF VESTING SCHEDULE

If the Plan's vesting schedule is amended, each Participant with at least 3 Years of Service may elect to have his Vested percentage computed without regard to such change. The period during which the election may be made shall commence with the date the amendment is adopted and shall end 60 days after the latest of (i) the day the amendment is adopted, (ii) the day the amendment becomes effective, or (iii) the day the Participant is issued written notice of the Plan amendment by the Plan Administrator.

13.03 NOTICE OF AMENDMENT

Participants shall be given notice of amendments of the Plan to the extent required by ERISA. In its sole discretion, the Employer may provide notice of amendments of the Plan to Participants or Employees at other times as it may deem advisable.

ARTICLE XIV. LOANS TO PARTICIPANTS

14.01 GENERAL

Loans shall be made available to all Participants on a reasonably equivalent basis, in accordance with Section 408(b) (1) of ERISA, but only to the extent permitted under the Annuity Contract and the provisions of this Article. No loan shall be made available under this Plan unless it satisfies all of the requirements of Section 72(p) of the Code, including the limitations on the total of a Participant's non-taxable loans from all plans of the Employer, for treatment as a tax-free loan.

14.02 LOAN SOURCES

In no event shall a loan be made to a Participant other than from the portion of his Account attributable to:

- Employee Elective Deferrals
- Vested Employer basic Contributions
- Vested Employer Matching Contributions

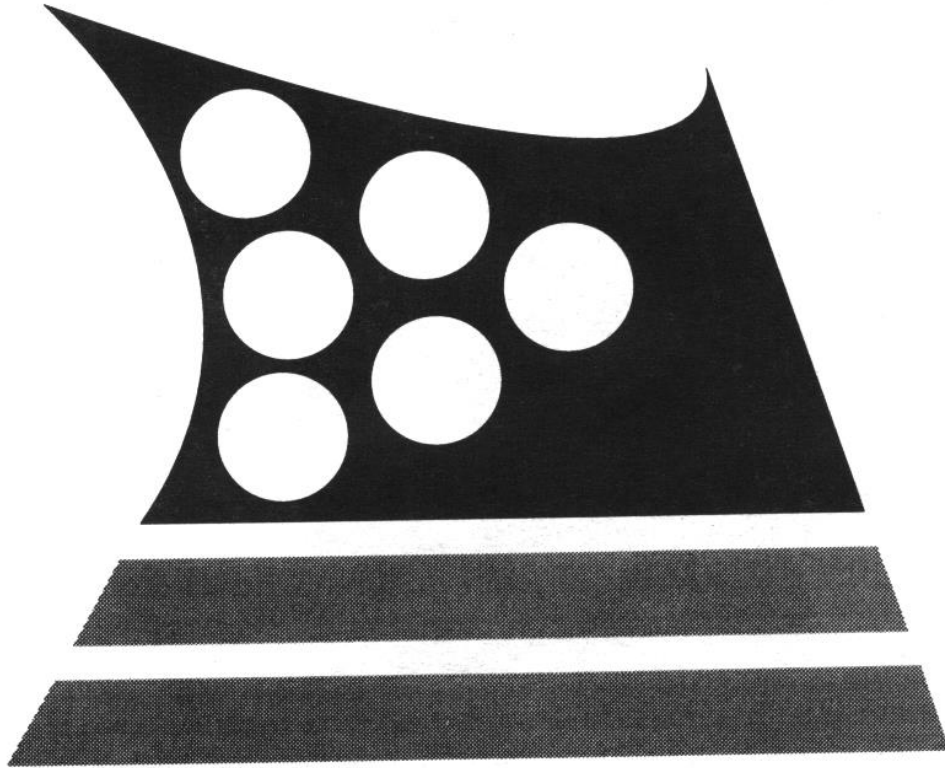
14.03 SPOUSAL CONSENT

No loan shall be made to a married Participant unless the Participant has submitted a Qualified Election obtained within the 90 day period ending on the date the loan is granted. A new Qualified Election must be submitted within 90 days of any time that an additional portion of the Participant's Account under the Annuity Contract(s) is to be used as security for a loan.

14.04 LOAN GUIDELINES

The making of loans under this Plan shall be subject to written guidelines set forth in a separate document (or under the Annuity Contract), which shall govern the availability, terms, and procedures for Participants to obtain loans under the Plan; the terms of such document, as in effect from time to time, are incorporated herein by reference. The availability of loans under the Plan may be suspended, terminated, or modified at any time.

Appendix G



Life & Disability Insurance Policy United Heritage

CERTIFICATE OF INSURANCE

Under

The Group Insurance Policy

as of the effective date

Issued by

United Heritage

to

The Policyholder

This is to certify that United Heritage has issued and delivered The Group Insurance Policy to the Policy holder.

The policy insures the employees of the Policyholder who:

- are eligible for the insurance; become insured; and
- continue to be insured;
- according to the terms of the policy.

The terms of the policy that affect your insurance are contained in the following pages.

This Certificate of Insurance and the following pages will become your Booklet certificate. This Booklet-certificate is a part of the policy.

This Booklet-certificate replaces any other that United Heritage may have issued to the Policyholder to give to You under the Group Insurance Policy specified herein.

UNITED HERITAGE LIFE INSURANCE COMPANY

Secretary

President

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ERISAN/A

A note on capitalization in this Booklet-certificate:

Capitalization of the first letter of a word or phrase not normally capitalized according to the rules of standard punctuation ((Maximum Monthly Benefit, for example) indicates a word or phrase that is defined in the DEFINITIONS section, or that refers back to an item found in the Schedule of Insurance.

**SECTION I
SCHEDULE OF INSURANCE**

THE GROUP INSURANCE POLICY:	GD-1161
THE PLAN EFFECTIVE DATE:	February 1, 2009
THE POLICYHOLDER:	BLACKFEET COMMUNITY COLLEGE

This plan of Long Term Disability Insurance provides You with income protection if You become Disabled from a covered accidental bodily injury, sickness or pregnancy.

1.01.0 You do not contribute towards the plan's cost.

1.02.0 ELIGIBLE CLASSES: All Active Full-time Employees

1.03.0 FULL-TIME EMPLOYMENT: 20 hours weekly.

1.04.1 MAXIMUM MONTHLY BENEFIT: \$2,500

1.05.0 MINIMUM MONTHLY BENEFIT: The greater of:

1. \$100
2. 10% of the benefit based on Monthly Income Loss, before the deduction of Other Income Benefits.

1.06.0 BENEFIT PERCENTAGE: 60% of Monthly Income Loss

1.08.0 The **ELIGIBILITY WAITING PERIOD** is the number of continuous days of service during which You must be an Active Full-time Employee in a class eligible for insurance before You become eligible for coverage. It is as follows:

1. If You are working for the Employer on the Plan Effective Date -- 3 months
2. If You start working for the Employer after the Plan Effective Date -- 3 months

1.09.0 The **ELIMINATION PERIOD** is the period of time You must be Disabled before benefits become payable. It is the last to be satisfied of the following:

1. the first 90 consecutive day(s) of any one period of Disability; or
2. with the exception of benefits required by state law, the expiration of any Employer sponsored short term disability benefits or salary continuation program.

1.10.0 MAXIMUM DURATION OF BENEFITS TABLE

Age When Disabled	Benefits Payable
Prior to Age 60	To Age 65 or for 60 months, if greater
Age 60	60 months
Age 61	48 months
Age 62	42 months
Age 63	36 months
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months

The above table shows the maximum duration for which benefits may be paid. All other limitations of the plan will apply.

SECTION II DEFINITIONS

The terms listed, if used, will have these meanings.

2.01.0 ACTIVELY AT WORK You will be considered to be Actively at Work with your Employer on a day which is one of your Employer's scheduled work days if You are performing, in the usual way, all of the regular duties of your job on a full time basis on that day. You will be deemed to be Actively at Work on a day which is not one of your Employer's scheduled work days only if You were Actively at Work on the preceding scheduled work day.

2.02.0 ACTIVE FULL-TIME EMPLOYEE means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. The employee must work the number of hours in the Employer's normal workweek. This must be at least the number of hours indicated in the Schedule of Insurance.

2.03.2 ANY OCCUPATION means an occupation for which You are qualified by education, training or experience.

2.06.0 CURRENT MONTHLY EARNINGS means the monthly earnings You receive from:

1. the Employer while Disabled; and
2. other employment. However, if the other employment is a job You held in addition to Active Full-time Employment with the Employer, then:
 - a. during the Elimination Period, and while eligible to receive benefits for being Disabled from Your Occupation;
 - b. any earnings from this other employment will be Current Monthly Earnings only to the extent that they exceed the average monthly earnings received from this other job during the 6 month period immediately prior to becoming Disabled.

Current Monthly Earnings will also include the amount of pay for another or modified job position, which may be offered to You by the Employer or other employer, if You refuse the offer. The requirements of such offered position must be within your capabilities as described by your Physician, and consistent with your education, training and experience.

2.07.2 DISABILITY OR DISABLED means that:

1. During the Elimination Period You are prevented from performing one or more of the Essential Duties of Your Occupation;
2. For 24 months following the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation, and as a result your Current Monthly Earnings are less than 80% of your Indexed Pre-disability Earnings;
3. After that, You are prevented from performing one or more of the Essential Duties of Any Occupation.

If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation, but your Current Monthly Earnings are greater than 80% of your Pre-disability Earnings, your Elimination Period will be extended for a total period of 12 months from the original Date of Disability, or until such time s your Current Monthly Earnings are less than 80% of your Pre-disability Earnings, whichever occurs first.

Your Disability must be the result of:

1. accidental bodily injury;
2. sickness;
3. mental illness;
4. Substance Abuse; or
5. pregnancy.

Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation does not alone mean that You are Disabled.

2.08.0 EMPLOYER means the Policyholder.

2.09.0 ESSENTIAL DUTY means a duty that:

1. is substantial, not incidental; and
2. is fundamental or inherent to the occupation; and
3. cannot be reasonably omitted or changed.

To be at work for the number of hours in your regularly scheduled workweek is also an Essential Duty. However, to be at work in excess of 40 hours a week is not an Essential Duty.

2.10.1 INDEXED PRE-DISABILITY EARNINGS when used in this policy means your Pre-disability Earnings adjusted annually by adding the lesser of:

1. 10%; or
2. the percentage change in the Consumer Price Index (CPI-W).

The adjustment is made January 1st each year after You have been Disabled for 12 consecutive months, and if You are receiving benefits at the time the adjustment is made.

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is comparable to the CPI-W.

For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31st, and the prior year's CPI-W as of July 31st, divided by the prior year's CPI-W.

2.11.0 MENTAL ILLNESS means any psychological, behavioral or emotional disorder or ailment of the mind, including physical manifestations of psychological, behavioral or emotional disorders, but excluding demonstrable, structural brain damage.

2.12.0 MONTHLY BENEFIT means a monthly sum payable to You while You are Disabled, subject to the terms of the Group Insurance Policy.

2.13.0 MONTHLY INCOME LOSS is the difference of your Pre-disability Earnings less your Current Monthly Earnings.

2.14.2 MONTHLY RATE OF BASIC EARNINGS means your regular monthly rate of pay from the Employer just prior to the date You become Disabled:

1. including contributions You make through a salary reduction agreement with the Employer to:
 - a. an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
 - b. an executive non qualified deferred compensation arrangement; or
 - c. a salary reduction arrangement under an IRC Section 125 plan;
2. not including:
 - a. overtime pay;
 - b. expense reimbursements;
 - c. Bonuses; or
 - d. Commissions,for the same period as above.

2.15.0 OTHER INCOME BENEFITS mean the amount of any benefit for loss of income, provided to You, as a result of the period of Disability for which You are claiming benefits under this plan.

This includes any such benefits for which You are eligible or that are paid to You, or to a third party on your behalf, pursuant to any:

1. temporary disability benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law, or substitutes or exchanges for such benefits;
2. governmental law or program that provides disability or unemployment benefits as a result of your job with the Employer;
3. plan or arrangement of coverage, whether insured or not, as a result of employment by or association with the Employer or as a result of membership in or association with any group, association, union or other organization, including benefits required by state law, under an Employer sponsored short term disability program or under a salary continuation program;
4. individual insurance policy where the premium is wholly or partially paid by the Employer;
5. mandatory "no-fault" automobile insurance plan;
6. disability benefits under:
 - a. the United States Social Security Act, or alternative plan offered by a state or municipal government;
 - b. the Railroad Retirement Act;
 - c. the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan, or any provincial pension or disability plan; or
 - d. similar plan or act that You are eligible to receive because of your Disability; or
7. disability benefit from the Veteran's Administration, or any other foreign or domestic governmental agency:
 - a. that begins after You become Disabled; or
 - b. if You were receiving the benefit before becoming Disabled, the amount of any increase in the benefit that is attributed to your Disability;

Other Income Benefits also mean any payments that are made to You, your family, or to a third party on your behalf, pursuant to any:

1. disability benefit under the Employer's Retirement Plan;
2. permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law, or substitutes or exchanges for such benefits;

3. portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for your loss of earnings;
4. retirement benefit from a Retirement Plan that is wholly or partially funded by Employer contributions, unless:
 - a. You were receiving it prior to becoming Disabled; or
 - b. You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement.

Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by your after-tax contributions;

5. retirement benefits under:
 - a. the United States Social Security Act, or alternative plan offered by a state or municipal government;
 - b. the Railroad Retirement Act;
 - c. the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan, or any provincial pension or disability plan; or
 - d. similar plan or act

that You receive because of your retirement, unless You were receiving them prior to becoming Disabled.

If You are paid Other Income Benefits in a lump sum or settlement, You must provide proof satisfactory to Us of:

1. the amount attributed to loss of income; and
2. the period of time covered by the lump sum or settlement. We will pro-rate the lump sum or settlement over this period of time. If You cannot or do not provide this information, We will assume the entire sum to be for loss of income, and the time period to be 24 months. We may make a retroactive allocation of any retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of your claim. Please see the provision entitled "What happens if benefits are overpaid?"

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

1. takes effect after the date benefits become payable under this plan; and
2. is a general increase which applies to all persons who are entitled to such benefits.

2.16.0 PHYSICIAN means a person who is:

1. a doctor of medicine, osteopathy, psychology, or other healing art recognized by Us; and
2. licensed to practice in the state or jurisdiction where care is being given; and
3. practicing within the scope of that license.

2.17.0 PRE-DISABILITY EARNINGS means your Monthly Rate of Basic Earnings in effect on the day before You became Disabled.

2.18.0 RECOVER OR RECOVERY means that You are no longer Disabled and have returned to work with the Employer and premiums are being paid for You.

2.19.0 REGULAR CARE OF A PHYSICIAN means You are attended by a Physician, who is not You or related to You:

1. with medical training and clinical experience suitable to treat your disabling condition; and

2. whose treatment is:
 - a. consistent with the diagnosis of the disabling condition; and
 - b. according to guidelines established by medical, research, and rehabilitative organizations; and
 - c. administered as often as needed, to achieve the maximum medical improvement.

2.20.0 RETIREMENT PLAN means a defined benefit or defined contribution plan that provides benefits for your retirement and which is not funded wholly by your contributions. It does not include:

1. a profit sharing plan;
2. thrift, savings or stock ownership plans;
3. a non-qualified deferred compensation plan; or
4. an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k), or 403(b) plan;

2.21.0 SUBSTANCE ABUSE means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

1. impairments in social and/or occupational functioning;
2. debilitating physical condition;
3. inability to abstain from or reduce consumption of the substance; or
4. the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

2.22.0 WE, US OR OUR means United Heritage.

2.23.0 YOU means the Insured Person to whom this Booklet-certificate is issued.

2.24.0 YOUR OCCUPATION means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.

SECTION III ELIGIBILITY AND EFFECTIVE DATE

3.01.0 WHO ARE ELIGIBLE PERSONS? All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

3.02.0 WHEN WILL YOU BECOME ELIGIBLE? You will become eligible for coverage on either:

1. the Plan Effective Date, if You have completed the Eligibility Waiting Period; or if not
2. the date on which You complete the Eligibility Waiting Period.

See the Schedule of Insurance for the Eligibility Waiting Period.

3.03.1 HOW DO YOU ENROLL? Eligible Persons will be enrolled automatically by the Employer.

3.04.0 WHAT CONSTITUTES A CHANGE IN FAMILY STATUS? A Change in Family Status means:

1. your marriage, or the birth or adoption of a child; or becoming the legal guardian of a child; or
2. the death or divorce of your spouse; or
3. the death or emancipation of a child.

3.05.0 WHAT IS EVIDENCE OF INSURABILITY? If You are required to submit Evidence of Insurability, You must:

1. complete and sign a health and medical history form provided by Us;
2. submit to a medical examination, if requested;
3. provide any additional information and attending physicians' statements that We may require;
and
4. furnish all such evidence at your own expense.

We will then determine if You are insurable under the plan.

3.06.0 WHEN DOES YOUR COVERAGE START? If You are not required to contribute toward the plan's cost, your coverage will start on the date You become eligible.

3.07.0 DEFERRED EFFECTIVE DATE - When will coverage become effective if a disabling condition causes You to be absent from work on the date it is to start? If You are absent from work due to

1. accidental bodily injury;
2. sickness;
3. pregnancy;
4. mental illness; or
5. Substance Abuse,

On the date your insurance or increase in coverage would otherwise have become effective, your effective date will be deferred. Your insurance, or increase in coverage will not become effective until You are Actively at Work one full day.

3.10.0 DO COVERAGE AMOUNTS CHANGE IF THERE IS A CHANGE IN YOUR CLASS OR YOUR RATE OF PAY? Your coverage may increase or decrease on the date there is a change in your class or Monthly Rate of Basic Earnings. However, no increase in coverage will be effective unless on that date You:

1. are an Active Full-time Employee; and
2. are not absent from work due to being Disabled.

If You were so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day. No change in your Monthly Rate of Basic Earnings will become effective until the date We receive notice of the change.

3.11.0 WHAT HAPPENS IF THE EMPLOYER CHANGES THE PLAN? Any increase or decrease in coverage because of a change in the plan of insurance will become effective on the date of the change, subject to the following limitations on an increase:

1. the Deferred Effective Date provision; and
 2. Pre-existing Conditions Limitations;
- will apply.

SECTION IV TERMINATION

4.01.0 WHEN DOES YOUR COVERAGE TERMINATE? You will cease to be covered on the earliest to occur of the following dates:

1. the date the Group Insurance Policy terminates;
2. the date the policy no longer insures your class;
3. the date premium payment is due but not paid by the Employer;
4. the last day of the period for which You make any required premium contribution, if You fail to make any further required contribution;
5. the date You cease to be an Active Full-time Employee in an eligible class including:
 - a. temporary layoff;
 - b. leave of absence, including but not limited to leave for military service; or
 - c. a general work stoppage (including a strike or lockout);

4.02.0 DOES YOUR COVERAGE CONTINUE IF YOUR EMPLOYMENT TERMINATES BECAUSE YOU ARE DISABLED? If You are Disabled and You cease to be an Active Full-time Employee, your insurance will be continued:

1. during the Elimination Period while You remain Disabled by the same Disability; and
2. after the Elimination Period for as long as You are entitled to benefits under the Policy.

4.03.0 MUST PREMIUMS BE PAID DURING A DISABILITY? No premium will be due for You:

1. after the Elimination Period; and
2. for as long as benefits are payable.

4.04.0 DO BENEFITS CONTINUE IF THE PLAN TERMINATES? If You are entitled to benefits while Disabled and the Group Insurance Policy terminates, benefits:

1. will continue as long as You remain Disabled by the same Disability, but
2. will not be provided beyond the date We would have ceased to pay benefits had the insurance remained in force.

Termination of the Group Insurance Policy for any reason will have no effect on Our liability under this provision.

4.05.1 MAY COVERAGE BE CONTINUED DURING A TEMPORARY LAY-OFF OR LEAVE OF ABSENCE? If You are temporarily laid off or granted a leave of absence, the Employer may continue your insurance for 3 months following the month coverage would have terminated subject to the following:

1. the leave authorization is in writing, or is documented as a leave for military purposes; and;
2. the required premium must be paid; and
3. your benefit level, or the amount of earnings upon which your benefits may be based, will be that in effect on the day before said leave or layoff commenced; and
4. such continuation will cease immediately if one of the following events should occur:
 - a. the leave terminates prior to the agreed upon date; or
 - b. the lay-off becomes permanent; or
 - c. the termination of the Group Insurance Policy; or
 - d. non-payment of premium when due by the Policyholder or You; or
 - e. the Group Insurance Policy no longer insures your class.

4.06.1 MAY COVERAGE BE CONTINUED DURING A FAMILY OR MEDICAL LEAVE? If

You are granted a leave of absence according to the Family and Medical Leave Act of 1993, the Employer may continue your insurance for up to 12 weeks, or longer if required by state law, following the date your coverage would have terminated, subject to the following:

1. the leave authorization is in writing;
2. the required premium for You is paid; and
3. your benefit level, or the amount of earnings upon which your benefit may be based, will be that in effect on the day before said leave commenced; and
4. such continuation will cease immediately if one of the following events should occur:
 - a. the leave terminates prior to the agreed upon date;
 - b. the termination of the Group Insurance Policy;
 - c. non-payment of premium when due by the Policyholder or You; or
 - d. the Group Insurance Policy no longer insures your class.

SECTION V DISABILITY BENEFITS

5.01.0 WHEN DO BENEFITS BECOME PAYABLE? You will be paid a monthly benefit if:

1. You become Disabled while insured under this plan;
2. You are Disabled throughout the Elimination Period;
3. You remain Disabled beyond the Elimination Period;
4. You are, and have been during the Elimination Period, under the Regular Care of a Physician; and
5. You submit Proof of Loss satisfactory to Us.

Benefits accrue as of the first day after the Elimination Period and are paid monthly.

5.02.0 WHEN WILL BENEFIT PAYMENTS TERMINATE? We will terminate benefit payment on the first to occur of:

1. the date You are no longer Disabled as defined; or
2. the date You fail to furnish Proof of Loss, when requested by Us; or
3. the date You are no longer under the Regular Care of a Physician, or refuse Our request that You submit to an examination by a Physician; or
4. the date You die; or
5. the date your Current Monthly Earnings exceed:
 - a. 80% of your Indexed Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation; or
 - a. an amount that is equal to the product of your Indexed Pre-disability Earnings and the Benefit Percentage, if You are receiving benefits for being Disabled from Any Occupation; or
1. the date You refuse to receive recommended treatment that is generally acknowledged by physicians to cure, correct or limit the disabling condition; or
7. the date You refuse to participate in a Rehabilitation program, or refuse to cooperate with or try:
 - a. modifications made to the work site or job process to accommodate your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
 - b. adaptive equipment or devices designed to accommodate your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
 - c. modifications made to the work site or job process to accommodate your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being Disabled from Any Occupation; or
 - d. adaptive equipment or devices designed to accommodate your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being Disabled from Any Occupation; provided, a qualified Physician agrees that such modifications, adaptive equipment, or Rehabilitation program, accommodate your medical limitations; or
8. the date You receive retirement benefits from any employer's Retirement Plan, unless:
 - a. You were receiving them prior to becoming Disabled; or
 - b. You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement; or
9. the date determined by the Maximum Duration of Benefits Table shown in the Schedule of Insurance; or
10. the date no further benefits are payable under any provision in this plan that limits benefit Duration

5.03.1 ARE BENEFITS LIMITED FOR MENTAL ILLNESS OR SUBSTANCE ABUSE? If You are Disabled because of:

1. Mental Illness that results from any cause;
2. any condition that may result from Mental Illness;
3. alcoholism; or
4. the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance, then, subject to all other Policy provisions, benefits will be payable:
 - a. only for so long as You are confined in a hospital or other place licensed to provide medical care for the disabling condition; or
 - b. when You are not so confined, a total of 24 months for all such Disabilities during your lifetime.

5.05.0 RECURRENT DISABILITY - WHAT HAPPENS IF YOU RETURN TO WORK BUT BECOME DISABLED AGAIN? Periods of Recovery during the Elimination Period will not interrupt the Elimination Period, provided the number of days You return to work as an Active Fulltime Employee are less than one-half (1/2) the number of days your Elimination Period shown in the Schedule of Insurance.

Any day of a period of Recovery will not count towards the Elimination Period.

After the Elimination Period, when a return to work as an Active Full-time Employee is followed by a recurrent Disability, and such Disability is:

1. due to the same cause; or
 2. due to a related cause; and
 3. within 6 months of the return to work,
- the Period of Disability prior to your return to work and the recurrent Disability will be considered one Period of Disability, provided the Group Insurance Policy remains in force.

If You return to work as an Active Full-time Employee for 6 months or more, any recurrence of a Disability will be treated as a new Disability. A new Disability is subject to a new Elimination Period and a new Maximum Duration of Benefits.

The term "Period of Disability" as used in this provision means a continuous length of time during which You are Disabled under this plan.

The Elimination Period and Maximum Duration of Benefits Table are in the Schedule of Insurance.

5.06.1 HOW ARE DISABILITY BENEFITS CALCULATED? Return to Work Incentive If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine your Monthly Benefit for a period of up to 12 months beginning when You first start such work as follows:

1. Multiply your Pre-disability Earnings by the Benefit Percentage; and
2. compare the result with the Maximum Benefit shown in the Schedule of Insurance; and
3. from the lesser amount deduct Other Income Benefits.

Current Monthly Earnings will not be used to reduce your Monthly Benefit. However, if the sum of your Monthly Benefit and your Current Monthly Earnings exceeds 100% of your Pre-disability Earnings, We will reduce your Monthly Benefit by the amount of the excess.

If You are Disabled and not receiving benefits under the Return to Work incentive, We will calculate your Monthly Benefit as follows:

1. Multiply your Monthly Income Loss by the Benefit Percentage shown in the Schedule of Insurance; and
2. Compare the result with the Maximum Benefit shown in the Schedule of Insurance, and
3. from the lesser amount, deduct Other Income Benefits.

The result is your Monthly Benefit.

5.07.0 WHAT HAPPENS IF THE SUM OF THE MONTHLY BENEFIT, CURRENT MONTHLY EARNINGS AND OTHER INCOME BENEFITS EXCEEDS 100% OF PRE-DISABILITY EARNINGS? We will reduce your Monthly Benefit by the amount of the excess. However, your Monthly Benefit will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

If overpayment occurs, We may recover all or any portion of an overpayment by reducing or withholding future benefit payments.

5.08.1 MINIMUM MONTHLY BENEFIT Your Monthly Benefit will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

5.09.0 HOW IS THE BENEFIT CALCULATED FOR A PERIOD OF LESS THAN A MONTH? If a Monthly Benefit is payable for less than a month, We will pay 1/30 of the Monthly Benefit for each day You were Disabled.

Benefit percentages and maximums are shown in the Schedule of Insurance.

5.11.0 WHAT IS REHABILITATION? Rehabilitation is a process of working together to plan, adapt, and put into use, options and services to meet your return to work needs.

A Rehabilitation program may include, when We consider it to be appropriate, any necessary and feasible:

1. vocational testing;
2. vocational training;
3. alternative treatment plans such as:
 - a. support groups;
 - b. physical therapy;
 - c. occupational therapy;
 - d. speech therapy;
4. work-place modification to the extent not otherwise provided;
5. job placement; and
6. transitional work, and
7. similar services.

5.12.0 EXCLUSIONS - WHAT DISABILITIES ARE NOT COVERED? The Plan does not cover, and no benefit shall be paid for any Disability:

1. unless You are under the Regular Care of a Physician;
2. that is caused or contributed to by war or act of war (declared or not);

3. caused by your commission of or attempt to commit a felony, or to which a contributing cause was your being engaged in an illegal occupation;
4. caused or contributed to by an intentionally self-inflicted injury;
5. sustained as a result of doing any work for pay or profit for another employer;

If You are receiving or are eligible to receive benefits for a Disability under a prior disability plan that:

1. was sponsored by the Employer; and
 2. was terminated before the Effective Date of this plan,
- no benefits will be payable for that Disability under this plan.

5.13.0 PRE-EXISTING CONDITIONS LIMITATIONS - ARE THERE ANY OTHER LIMITATIONS ON COVERAGE? No benefit will be payable under the Plan for any Disability which:

1. begins during the first 12 months of your insurance;
2. is a result of a Pre-existing Condition.

The amount of benefit increase, which results from a change in benefit options, a change of class or a change in the plan, will not be paid for any Disability which:

1. begins during the first 12 months following the date You make a change in coverage that increases Your benefits; and
2. is a result of a Pre-existing Condition.

Pre-Existing Condition means any Disability, diagnosed or undiagnosed, for which Medical Care is received by You:

1. within the 90 day period prior to the date Your insurance starts; or
2. with respect to the limitation for any increase in coverage, within the 90 day period prior to the effective date of Your increase in coverage.

Medical Care is received when:

1. a Physician is consulted or medical advice is given; or
2. treatment is recommended or prescribed by, or received from a Physician.

Treatment includes but is not limited to:

1. medical examination, test, attendance, or observation;
2. medical services, supplies, or equipment, including their prescription or use; or
3. prescribed drugs or medicines, including their prescription or use.

All manifestations, symptoms, or findings which result:

1. from the same or related Disability; or
2. from any aggravations of that Disability;

Are considered to be the same Disability for the purpose of determining a Pre-Existing Condition.

5.15.1 FAMILY CARE CREDIT - What if You must incur expenses for Family Care Services in order to participate in a program of rehabilitative employment? If You are working as part of a Rehabilitation program, We will, for the purpose of calculating your benefit, deduct the cost of Family Care from earnings received from such employment, subject to the following limitations:

1. Family Care means the care or supervision of:
 - a. your children under age 13; or

- b. a member of your household who is mentally or physically handicapped and dependent upon You for support and maintenance;
2. The maximum monthly deduction allowed for each qualifying child or family member is:
 - a. \$350 during the first 12 months of the Rehabilitation program; and
 - b. \$175 thereafter; but in no event may the deduction exceed the amount of your monthly earnings;
3. Family Care Credits may not exceed a total of \$2,500 during a calendar year.
4. the deduction will be reduced proportionally for periods of less than a month;
5. the charges for Family Care must be documented by a receipt from the caregiver;
6. The credit will cease on the first to occur of the following:
 - a. You are no longer in a Rehabilitation program; or
 - b. Family Care Credits for 24 months have been deducted during your Disability; and
7. No Family Care provided by an immediate relative of the family member receiving the care will be eligible as a deduction under this provision. An immediate relative is a spouse, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

Your Current Monthly Earnings after the deduction of your Family Care Credit will be used to determine your Monthly Income Loss. In no event will You be eligible to receive a Monthly Benefit under the policy if your Current Monthly Earnings, before the deduction of the Family Care Credit exceed 80% of your Indexed Pre-disability Earnings.

Any work as part of a Rehabilitation program must be approved, in writing, by Us.

5.16.1 SURVIVOR BENEFIT - Will your survivors receive a benefit if You should die while receiving Disability Benefits? If You die while receiving benefits under this Plan, a Survivor Benefit will be payable to:

1. your surviving Spouse; or
2. your surviving Child(Children), in equal shares, if there is no surviving Spouse.

If a minor Child is entitled to benefits, We may, at Our option, make benefit payments to the person caring for and supporting the Child until a legal guardian is appointed.

The Benefit is one payment of an amount that is 3 times the lesser of:

1. your Monthly Income Loss multiplied by the Benefit Percentage; or
2. the Maximum Monthly Benefit shown in the Schedule of Insurance.

If there is no surviving spouse or Child (Children), payment will be made to your estate, unless there is none. In this case, no payment will be made.

The following terms apply to this Benefit:

1. "Spouse" means your wife or husband who:
 - a. is mentally competent; and
 - b. was not legally separated from You at the time of your death.
2. "Child" means your son or daughter under age 25 who is dependent on You for financial support.

5.22.1 WORK-PLACE MODIFICATION BENEFIT - Will United Heritage's Rehabilitation program provide for modifications to the work-place to accommodate a Disabled employee's return to work? We will reimburse your Employer for the expense of reasonable modifications to your work place to accommodate your Disability and enable You to return to work as an Active Full-time
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Employee. To qualify for this Benefit:

1. your Disability must be covered by this plan; and
2. The Employer must agree to make modifications to the work-place to reasonably accommodate your return to work and the performance of the Essential Duties of your job; and
3. any proposed modifications are approved in writing by Us.

Benefits paid for such work-place modification shall not exceed the amount shown in the Schedule of Insurance for the Maximum Monthly Benefit.

We have the right, at Our expense, to have You examined or evaluated by:

1. a Physician or other health care professional; or
 2. a vocational expert or rehabilitation specialist;
- of Our choice so that We may evaluate the appropriateness of any proposed modification.

The Employer's costs for approved modifications will be reimbursed after:

1. the proposed modifications made on your behalf are complete;
2. We have been provided written proof of the expenses incurred to provide such modification prior to expenses being incurred; and
3. You have returned to work as an Active Full-time Employee.

This Work-place Modification Benefit will not be payable if:

1. The Employer does not incur any cost in making the modification; or
2. We have not given written approval of the modification prior to expenses being incurred; or
3. You become self-employed, or return to work for another employer.

Work-place Modification means change in your work environment, or in the way a job is performed, to allow You to perform, while Disabled, the Essential Duties your job.

Payment of this benefit will not reduce or deny any benefit You are eligible to receive under the terms of this plan.

SECTION VI GENERAL PROVISIONS

6.01.0 WHAT HAPPENS IF FACTS ARE MISSTATED? If material facts about You were not stated accurately:

1. your premium may be adjusted; and
2. the true facts will be used to determine if and for what amount, coverage should have been in force.

No statement made by You relating to your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during your lifetime. In order to be used, the statement must be in writing and signed by You.

6.02.0 WHEN SHOULD WE BE NOTIFIED OF A CLAIM? You must give Us written notice of a claim within 30 days after Disability starts. If notice cannot be given within that time, it must be given as soon as possible. Such notice must include your name, your address and the Group Insurance Policy number.

6.03.0 ARE SPECIAL FORMS REQUIRED TO FILE A CLAIM? When United Heritage receives a Notice of Claim, You will be sent forms for providing Us with Proof of Loss. We will send these forms within 15 days after receiving a Notice of Claim. If We do not send the forms within 15 days, You may submit any other written proof which fully describes the nature and extent of your claim.

6.04.0 WHAT IS PROOF OF LOSS? Proof of Loss may include but is not limited to the following:

1. documentation of:
 - a. the date your Disability began;
 - b. the cause of your Disability;
 - c. the prognosis of your Disability;
 - d. your Earnings or income, including but not limited to copies of your filed and signed federal and state tax returns; and
 - e. evidence that You are under the Regular Care of a Physician;
2. any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations, and treatment notes;
3. the names and addresses of all:
 - a. Physicians and practitioners of healing arts You have seen or consulted; and
 - b. hospitals or other medical facilities in which You have been seen or treated; and
 - c. pharmacies which have filled your prescriptions within the past three years; and
4. your signed authorization for Us to obtain and release:
 - a. medical, employment and financial information; and
 - b. any other information We may reasonably require;
5. your signed statement identifying all Other Income Benefits;
6. proof that You and your dependents have applied for all Other Income Benefits which are available. You will not be required to claim any retirement benefits which You may only get on a reduced basis.

All proof submitted must be satisfactory to Us.

6.05.0 WHEN MUST PROOF OF LOSS BE GIVEN? Written Proof of Loss must be sent to Us within 90 days after the start of the period for which We owe payment. If Proof of Loss is not given by the time it is due, it will not affect the claim if:

1. it was not possible to give Proof of Loss within the required time; and
2. Proof of Loss is given as soon as possible; but
3. not later than 1 year after it is due, unless You are not legally competent.

We may request Proof of Loss throughout your Disability. In such cases, We must receive the proof within 30 days of Our request.

6.06.0 WHAT ADDITIONAL PROOF OF LOSS IS UNITED HERITAGE ENTITLED TO? To assist Us in determining if You are Disabled, or to determine if You meet any other term or condition of the Policy, We have the right to require You to:

1. meet and interview with Our representative; and
2. be examined by a doctor, vocational expert, functional expert, or other medical or vocational professional of Our choice.

Any such interview, meeting or examination will be:

1. at Our expense; and
2. as reasonably required by Us.

We reserve the right to determine if your Proof of Loss is satisfactory. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate your benefits if You refuse to be examined or meet to be interviewed by Our representative.;

6.07.0 WHEN MUST ONE APPLY FOR SOCIAL SECURITY BENEFITS? Upon United Heritage's request, You must apply for Social Security Benefits. You must apply within 45 days from the date of United Heritage's request. If the Social Security Administration denies your claim for benefits, You will be required to follow the process established by the Social Security Administration to:

1. request a reconsideration of the denial; and
2. if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals on your claim for Social Security benefits.

6.08.0 HOW DOES UNITED HERITAGE ESTIMATE DISABILITY BENEFITS UNDER THE UNITED STATES SOCIAL SECURITY ACT? We reserve the right to reduce your Monthly Benefit by estimating the Social Security Disability benefits You may be eligible to receive.

When We determine that You may be eligible for benefits, We may estimate the amount of those benefits. We may reduce your Monthly Benefit by the estimated amount.

Your Monthly Benefit will not be reduced by estimated Social Security Benefits if:

1. You apply for Social Security Disability benefits and pursue all required appeals in accordance with the provision entitled "When must one apply for Social Security Benefits?"; and
2. You have signed a form authorizing the Social Security Administration to release information about awards directly to Us; and
3. You have signed and returned United Heritage's reimbursement agreement, which confirms that You agree to repay all overpayments.

If We have reduced your Monthly Benefit by an estimated amount and:

1. You are later awarded Social Security benefits, We will adjust your Monthly Benefit when We receive proof of the amount awarded; or
2. your application for Social Security Disability benefits has been denied, We will adjust your Monthly Benefit when You provide Us proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If We have not reduced your Monthly Benefit by an estimated Social Security Disability benefit, We will adjust your Monthly Benefit upon receipt of proof of the amount of Social Security Disability benefits awarded.

If We owe You a refund, We will make such refund in a lump sum. If your Monthly Benefit has been overpaid, You must make a lump sum refund to Us equal to all overpayments, in accordance with the provision entitled “How does United Heritage exercise the right to recover payments?”

6.09.0 WHEN DOES AN OVERPAYMENT OCCUR? An overpayment occurs:

1. when We determine that the total amount We have paid in benefits is more than the amount that was due to You under the plan; or
2. when payment is made by Us that should have been made under another group plan.

This includes, but is not limited to, overpayments resulting from:

1. retroactive awards received from sources listed in the Other Income Benefits definition;
2. failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;
3. misstatement;
4. fraud; or
5. any error We may make.

In case of an overpayment, We have the right to recover the payment from one or more of the following:

1. You;
2. any other organization;
3. any other insurance company;
4. any other person to or for whom payment was made.

6.10.0 HOW DOES UNITED HERITAGE EXERCISE THE RIGHT TO RECOVER

OVERPAYMENTS? We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under this Plan.

If benefits are overpaid on any claim, You must reimburse United Heritage within 30 days. If reimbursement is not made in a timely manner, United Heritage has the right to:

1. recover such overpayments from your estate;
2. reduce or offset against any future benefits payable to You or your survivors, including the Minimum Monthly Benefit, until full reimbursement is made. Payments may continue when the overpayment has been recovered;
3. refer your unpaid balance to a collection agency; and
4. pursue and enforce all its legal and equitable rights in court.

6.11.0 WHO GETS THE BENEFIT PAYMENTS? All payments are payable to You. Any payments owed at your death may be paid to your estate. If any payment is owed to your estate, a person who is a minor or a person who is not legally competent, then We may pay up to \$1,000 to any of your relatives who is entitled to it in Our opinion. Any such payment shall fulfill Our responsibility for the amount paid.

6.12.0 WHEN ARE PAYMENT CHECKS ISSUED? When We determine that You are Disabled and eligible to receive benefits, We will pay accrued benefits at the end of each month that You are Disabled. We may, at Our option, make an advance benefit payment based on Our estimated duration of your Disability. If any payment is due after a claim is terminated, it will be paid as soon as satisfactory proof of loss is received.

6.13.0 WHAT NOTIFICATION WILL YOU RECEIVE IF YOUR CLAIM IS DENIED? If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision.

This written decision will:

1. give the specific reason(s) for the denial;
2. make specific reference to the policy provisions on which the denial is based;
3. provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

6.14.0 WHAT RECOURSE DO YOU HAVE IF YOUR CLAIM IS DENIED? On any denied claim, You or your representative may appeal to United Heritage for a full and fair review.

1. You must request a review upon written application within:
 - a. 180 days of receipt of claim denial if the claim requires a determination of Disability, or
 - b. 60 days of receipt of claim denial for all other claims; and
2. You may request copies of all documents, records, and other information relevant to your claim; and
3. You may submit written comments, document, records, and other information relating to your claim.

We will respond to You in writing with Our final decision on your claim.

6.15.0 WHEN CAN LEGAL ACTION BE STARTED? Legal action cannot be taken against United Heritage:

1. sooner than 60 days after due Proof of Loss has been furnished; or
2. 3 years after the time written Proof of Loss is required to be furnished according to the terms of the Policy.

6.16.0 WHAT ARE UNITED HERITAGE'S SUBROGATION RIGHTS? If You:

1. suffer a Disability because of the act or omission of a Third Party;
2. become entitled to and is paid benefits under the Group Insurance Policy in compensation for lost wages; and
3. do not initiate legal action for the recovery of such benefits from the Third Party in a reasonable period of time;

then We will be subrogated to any rights You may have against the Third Party and may, at Our option, bring legal action against the Third Party to recover any payments made by Us in connection with the Disability.

If We decline to participate in an action against the Third Party, We waive 50% of any subrogation rights.

Third Party as used in this provision, means any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under the Group Insurance Policy.

6.17.0 HOW DOES UNITED HERITAGE DEAL WITH INSURANCE FRAUD? Insurance Fraud occurs when You and/or your Employer, with the intent to injure, defraud or deceive Us, provides Us with false information or files a claim for benefits that contains any false, incomplete or misleading information. It is a crime if You and/or your Employer commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You and/or your Employer perpetrates Insurance Fraud.

UNITED HERITAGE LIFE INSURANCE COMPANY
Meridian, Idaho
(Herein called United Heritage)
CERTIFICATE OF INSURANCE
Under
The Group Insurance Policy
As of the
Effective Date
Issued by
UNITED HERITAGE
to
The Policyholder

This is to certify that United Heritage has issued and delivered the Group Insurance Policy to the Policyholder.

The Group Insurance Policy insures the Policyholder's employees who:

- * are eligible for the insurance; and
- * become insured; and
- * continue to be insured,

according to the terms of the Group Insurance Policy.

The terms of the Group Insurance Policy which affect an employee's insurance are summarized in the following pages. This Certificate of Insurance, and the following pages, will become Your booklet-certificate. The booklet-certificate is a part of the Group Insurance Policy. This booklet-certificate replaces any other which United Heritage may have issued to the Policyholder to give to You under the Group Insurance Policy specified herein.

Final interpretation of all provisions and coverage's will be governed by the Group Insurance Policy on file with United Heritage at its home office.

UNITED HERITAGE LIFE INSURANCE COMPANY

Secretary

President

**GROUP LIFE INSURANCE
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**SECTION I
SCHEDULE OF INSURANCE**

Some of the terms used within this Booklet-certificate are capitalized and have special meanings. Please refer to the definitions in Section 2 of this Booklet-certificate when reading about Your benefits.

POLICYHOLDER: **BLACKFEET COMMUNITY COLLEGE**

GROUP INSURANCE POLICY NUMBER: **GL-1161**

PLAN EFFECTIVE DATE: **February 1, 2009**

ELIGIBLE CLASS (ES): **All Active Full-Time Employees**

1.01.0 THE ELIGIBILITY WAITING PERIOD is the length of continuous service during which You must be an Active Full-time Employee in a class eligible for insurance before You become eligible for coverage. It is as follows:

1. If You are working for the Employer on the Policy Effective Date - You will have completed the Eligibility Waiting Period on the day following 3 continuous months in an Eligible Class.
2. If You start working for the Employer after the Policy Effective Date - You will have completed the Eligibility Waiting Period on the day following 3 continuous months in an Eligible Class.

1.02.0 CONTRIBUTIONS With respect to Basic Life Insurance and Accidental Death & Dismemberment Insurance coverage's, You do not contribute toward the Plan's cost.

1.04.0 LIFE INSURANCE BENEFIT (Employee Only)

Amount of Basic Life Insurance \$20,000

1.05.1 ACCIDENTAL DEATH, DISMEMBERMENT AND LOSS OF SIGHT BENEFIT (Employee Only)

An amount equal to the Life Insurance Benefit above.

The Conversion Privilege and Waiver of Premium Provision(s) will not apply to Accidental Death, Dismemberment and Loss of Sight Benefits, but may apply to Life Insurance.

1.07.2 REDUCTION IN THE AMOUNT OF LIFE INSURANCE AND PRINCIPAL SUM DUE TO AGE

The Amount of Life Insurance and Principal Sum that applies to You on the date You attain age 70 will be reduced to 25% of Your Amount of Life Insurance or Principal Sum in force on the day before You attain age 70.

Once You attain age 70, if You become insured under this plan or Your Amount of Life Insurance or Principal Sum increases due to a change in:

1. Your class; or
2. this Schedule of Insurance.

Your Amount of Life Insurance and Principal Sum will be subject to the reductions in the preceding paragraph, made for Insured Persons of the same age and class.

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1.10.2 (Rev 12/03) DO COVERAGE AMOUNTS CHANGE IF THERE IS A CHANGE IN YOUR CLASS OR IN THE PLAN? Changes in coverage include any which result in any type of increase, decrease and/or limitation in coverage, due to a change in:

1. class; or
2. the Schedule of Insurance or the Booklet-certificate.

If you are not required to contribute towards the cost, changes in coverage will become effective on the date of such change, except that any increase in coverage will be subject to the Deferred Effective Date provision.

If you are required to contribute towards the cost, any decrease in coverage will be effective on the date of such change. Any increase in coverage will be subject to the Effective Date and the Deferred Effective Date provisions.

United Heritage may modify, amend or change the provisions, terms and conditions of the Schedule of Insurance or this Booklet-certificate at any time with the consent of the Employer.

Consent of any participant or any other person referred to in this Booklet-certificate shall not be required to amend or change the Schedule of Insurance or this Booklet-certificate.

SECTION II DEFINITIONS

The terms listed will have these meanings:

2.01.0 ACTIVE FULL-TIME EMPLOYEE -- An employee who works for the Employer on a regular basis in the usual course of the Employer's business. He must work at least the number of hours in the Employer's normal work week. This must be at least 20 hours.

An employee will be considered actively at work on a day which is one of the Employer's scheduled work days if He is performing, at his usual place of work or at another place to which He is required to travel, and in the usual manner, all of the regular duties of his work on a full-time basis on that day. He will also be considered actively at work on a paid vacation day or on a day which is not one of the Employer's scheduled work days only if He was actively at work on the preceding scheduled work day.

2.02.0 COVERED PERSON -- You.

2.05.0 EMPLOYER -- Employer means the Policyholder.

2.06.0 HE/HIS -- He or She. His or her.

2.07.0 PLAN ANNIVERSARY DATE -- The date occurring in each Calendar Year which is an anniversary of the Plan Effective Date, unless otherwise specifically stated in the Schedule of Insurance.

2.08.0 PLAN MONTH -- Begins on the Plan Effective Date. Each Plan Month after that begins on the same day of the month.

2.09.0 WE/US/OUR -- United Heritage Life Insurance Company.

2.10.0 YOU/YOUR/INSURED PERSON -- The employee to whom this Booklet- certificate is issued.

SECTION III WHEN YOUR COVERAGE STARTS

3.01.0 WHO ARE ELIGIBLE PERSONS? All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

3.02.0 WHEN WILL YOU BECOME ELIGIBLE? You are eligible for coverage on:

1. the Plan Effective Date, if You have completed the Eligibility Waiting Period prior to the Plan Effective Date; or
2. the date You satisfy the Eligibility Waiting Period while in an eligible class.

See the Schedule of Insurance for the Eligibility Waiting Period.

3.03.0 (Rev 12/03) WHEN DOES YOUR COVERAGE START? (EFFECTIVE DATE) If You are not required to contribute towards the plan's costs, You will become an Insured Person on the date You become eligible for coverage.

If You must contribute towards the plan's costs, You are required to enroll for coverage. To do so You must complete and sign a group insurance enrollment form acceptable to United Heritage and deliver it to the Employer.

You will become an Insured Person, or any increase in coverage will be effective, on the first to occur of:

1. the date You are eligible, if requested on or before that date;
2. the date requested if within 31 days after the date You become eligible; or
3. the date United Heritage approves Your Evidence of Insurability.

Evidence of Insurability:

1. is required if You enroll or request an increase in coverage more than 31 days after the date You become eligible;
2. is required for any amount over the guaranteed issue amount;
3. is required for a requested increase in Your benefit if You were not insured for your maximum benefit immediately prior to the requested increase; and
4. must be furnished at Your own expense.

All of the above effective dates are subject to the Deferred Effective Date provision.

3.04.0 WHEN WILL COVERAGE BECOME EFFECTIVE IF A DISABLING CONDITION CAUSES YOU TO BE ABSENT FROM WORK ON THE DATE COVERAGE IS TO START? (DEFERRED EFFECTIVE DATE) If You are absent from work due to injury or sickness on the date Your insurance would otherwise have become effective or would have been increased, Your effective date of insurance or the effective date of any increase in insurance will be deferred until the date You return to work as an Active Full-Time Employee.

3.05.1 WHAT HAPPENS TO YOUR COVERAGE UPON TRANSFER OF INSURANCE CARRIERS?

1. In providing replacement coverage of a prior policy, our Policy shall immediately cover You if You were validly covered under the previous policy, providing such benefits at the date of discontinuance, and if You were within the definitions of Eligibility and would have otherwise been eligible for coverage under Our Policy.
2. If You were entitled to coverage under Our Policy, You shall continue to be covered by Us until the date Your coverage would terminate in accordance with the provisions of Our Policy.
3. If You were validly insured under the prior carrier's policy on the date of discontinuance, and if benefits would have been payable under the prior carrier's policy, no provision of Our Policy shall reduce or exclude benefits on the basis that the condition giving rise to benefits pre-existed the Effective Date of Our Policy.
4. In a situation where a determination of the prior carrier's benefit is required by Us, at Our request, the prior carrier shall furnish a statement of benefits available or pertinent information, sufficient to permit verification of the benefit determination by Us.

SECTION V WHEN YOUR COVERAGE TERMINATES

5.01.0 WHEN DOES YOUR COVERAGE TERMINATE? Your insurance will terminate on the earliest of:

1. the date the Group Insurance Policy terminates; or
2. the date premium is due for You but not paid by the Employer; or
3. the last day of the period for which You make any required premium contribution, if You fail to make any further required contribution; or
4. the date You are no longer in a class eligible for coverage; or
5. the date Your Employer terminates Your employment; or
6. the date You are absent from work as an Active Full-Time Employee.

5.02.0 UNDER WHAT CONDITIONS CAN YOUR INSURANCE BE CONTINUED? If You are absent from work as an Active Full-Time Employee due to one of the following reasons and Your employment has not been terminated by Your Employer, Your insurance may be continued up to the maximum period of time stated below, as long as the Employer continues payment of premium. Such continuation shall be at the Employer's option, but must be according to a plan which applies to all employees in the same way.

**IF YOU ARE ABSENT FROM ACTIVE
FULL-TIME WORK BECAUSE OF:**

injury or sickness

documented leave of absence other than
Family Medical Leave,
approved by Your Employer

temporary employment on a part-time basis

temporary layoff, owing to lack of work

**YOUR INSURANCE MAY BE
CONTINUED:**

until the end of a period of twelve consecutive
months beginning on the date You were first absent
from work as an Active Full-Time Employee.

until the end of the month following the month
in which the leave of absence commenced

for a period of three consecutive months' time
on the date You first became a part-time employee.

until the end of the month following the month in
which the layoff commenced

The coverage provided above will also terminate on the first to occur of items 1-5 in the provision entitled "When does Your coverage terminate".

5.03.1 MAY COVERAGE BE CONTINUED DURING A FAMILY OR MEDICAL LEAVE? If You are granted a leave of absence according to the Family and Medical Leave Act of 1993, Your Insurance maybe continued for up to 12 weeks, or longer if required by state law, following the date Your coverage would have terminated, subject to the following:

1. the leave authorization is in writing;
2. the required premium for You is paid; and
3. Your benefit level, or the amount of Earnings upon which Your benefit may be based, will be that in effect on the day before said leave commenced; and

4. such continuation will cease immediately if one of the following events should occur:
 - a. the leave terminates prior to the agreed upon date;
 - b. the termination of the Group Insurance Policy;
 - c. non-payment of premium when due by the Policyholder or You;
 - d. the Group Insurance Policy no longer insures Your class.

In all other respects, the terms of Your insurance remain unchanged.

SECTION VII LIFE CONVERSION PRIVILEGE

7.01.1 The following does not apply to any Accidental Death, Dismemberment and Loss of Sight Benefits.

7.02.0 UNDER WHAT CONDITIONS CAN A COVERED PERSON'S LIFE INSURANCE COVERAGE BE CONVERTED TO ANOTHER PLAN UNDER THE CONVERSION PRIVILEGE? If a Covered Person's insurance terminates because:

1. Your employment ends;
2. a Covered Person is no longer in an eligible class.

then He may convert his life insurance to a personal life insurance policy.

7.03.0 HOW DOES A COVERED PERSON CONVERT COVERAGE? To convert life insurance, a Covered Person must, within 31 days of the termination of his group life insurance, make written application to United Heritage and pay the premium required for this life insurance for his age and class of risk. If He does so, United Heritage will issue to him a personal life insurance policy. This policy will:

1. be issued without evidence of insurability;
2. be on one of the life insurance policy forms, except term insurance, then customarily issued by United Heritage for Group Life Conversions;
3. be for the same amount for which He was last insured under this Group Insurance Policy; contain no disability, supplementary or Accidental Death, Dismemberment and Loss of Sight benefits; and
4. be effective on the 32nd day after Your group life insurance terminates.

7.04.0 CAN A COVERED PERSON CONVERT HIS COVERAGE IF THE POLICY TERMINATES? If the insurance of a Covered Person who has been insured under this Group Insurance Policy for at least three years terminates because either United Heritage or the Employer:

1. terminates the Group Insurance Policy;
2. terminates insurance for his class.

then He may convert his life insurance to a personal life insurance policy, subject to the same conditions and limitations which apply to an Insured Person whose employment terminates.

The Amount of Insurance for this insurance policy will be the lesser of:

1. the amount for which He was last insured under this Group Insurance Policy, reduced by any amount for which He is or becomes eligible under any other group life insurance policy within 31 days of termination of insurance; or
2. \$10,000

This conversion policy will be effective on the 32nd day after Your group life insurance terminates.

Any personal life insurance policy issued under this Life Conversion Privilege shall be in lieu of all other benefits provided by the Group Insurance Policy.

You may exercise the rights provided by the Waiver of Premium provision of this plan if:

1. all conditions of the Waiver of Premium provision are met;
2. You surrender the personal life policy to United Heritage; and
3. You disclaim all benefits under the personal policy except refund of premium.

7.05.0 WHAT IF A COVERED PERSON DIES DURING THE CONVERSION ELECTION PERIOD? If a Covered Person dies within the 31 day conversion election period, United Heritage will, upon receipt of due proof of his death, pay the Amount of Life Insurance He was entitled to convert.

SECTION VIII LIFE INSURANCE BENEFIT PROVISIONS

8.01.0 WHEN DO BENEFITS BECOME PAYABLE? When United Heritage receives due proof of a Covered Person's death, the Amount of Life Insurance in force for such person will be paid. The Amount of Life Insurance is shown in the Schedule of Insurance.

8.02.0 TO WHOM ARE BENEFITS PAYABLE? Benefits payable at Your death will be paid to the beneficiary or beneficiaries named in writing by You, provided the names are on file with the Employer.

8.03.0 WHOM ARE BENEFITS PAYABLE IF THERE IS NO BENEFICIARY DESIGNATION?

Unless You request otherwise in Your filed beneficiary designation, payment will be made as follows:

1. If more than one beneficiary is named, each will be paid an equal share.
2. If any named beneficiary dies before You, his share will be divided equally among the named beneficiaries who survive You.
3. If no beneficiary is named, or if no named beneficiary survives You, United Heritage may, at its option, pay:
 - a. Your surviving relatives in the following order:
 - (i) all to Your surviving spouse; or
 - (ii) if Your spouse does not survive You, in equal shares to Your surviving children; or
 - (iii) if no child survives You, in equal shares to Your surviving parents; or
 - b. the executors or administrators of Your estate.

Payments to minors will be subject to applicable laws in the policy state of issue.

8.04.0 WHAT BENEFITS ARE PAYABLE FOR BURIAL EXPENSE IF THERE IS NO NAMED BENEFICIARY?

If there is no named beneficiary, United Heritage may pay up to \$500 of Your Amount of Life Insurance to any party it deems to be entitled to such payment because of burial expense. United Heritage will be released from further liability for any amount so paid.

8.06.0 ARE INTEREST AND BENEFITS UNDER THE PLAN ASSIGNABLE? No assignment of interest under this plan shall be binding on United Heritage until and unless:

1. the original of the form documenting the assignment; or
2. a true copy of it, is received and acknowledged by United Heritage at its home office in Meridian, Idaho. Regardless of an assignment of interest, no person may assign benefits under the plan. United Heritage has no responsibility for the validity or effect of any assignment.

8.07.0 DOES CONVERSION COVERAGE AFFECT THE AMOUNT OF LIFE INSURANCE BENEFITS PAYABLE?

If a Covered Person has individual life insurance in force which was issued due to termination of employment, in accordance with the Conversion Privilege, his Amount of Life Insurance will be reduced by the amount of the individual life insurance in force.

8.08.0 HOW ARE INSTALLMENTS PAYABLE UNDER THE OPTIONAL METHOD OF SETTLEMENT?

Subject to the terms of the next paragraph, You may elect, in writing, to have all or part of Your Amount of Life Insurance paid in installments upon Your death. If You do not so elect, any beneficiary may make such election after You die. The first payment will be made when United Heritage receives due proof of Your death. Installments may be elected according to the table below, but no method of payment may be elected which yields installments of less than \$25.

SCHEDULE OF INSTALLMENTS

Number of Years During Which Payments Will Be Made	Amount of Each Installment for Each \$1,000 of the Amount of Insurance	
	Annual	Monthly
1	\$1,000.00	\$84.29
2	506.17	42.67
3	341.60	28.80
4	259.33	21.87
5	210.00	17.71
10	111.47	9.41
15	78.80	6.65
20	62.58	5.29

Each installment after the first will include interest. The guaranteed rate of interest is 2 ½% compounded yearly.

On the date payments are to begin, a comparison will be made to the payments that would result using our Single Premium Annuity policy then being issued. If larger payments would result using the annuity, we will make payments under that annuity policy instead. Such an action by United Heritage will be without charge to the payee.

If this option is chosen, and if you die before we have made payments for the required number of years, we will continue payments to your designated beneficiary until the total of payments made to you prior to your death and to your beneficiary after your death equals the number of payments originally chosen for the option.

If the payee is a corporation, a partnership, an association, an assignee, or a trust, then no Optional Method of Settlement is available without consent of United Heritage. Any reasonable arrangement for payment can be made if both You and United Heritage so agree.

8.08.0 HOW ARE INSTALLMENTS PAYABLE UNDER THE OPTIONAL METHOD OF SETTLEMENT?

Subject to the terms of the next paragraph, You may elect, in writing, to have all or part of Your Amount of Life Insurance paid in installments upon Your death. If You do not so elect, any beneficiary may make such election after You die. The first payment will be made when United Heritage receives due proof of Your death. Installments may be elected according to the table below, but no method of payment may be elected which yields installments of less than \$25.

SECTION IX WAIVER OF PREMIUM

9.01.0 TO WHAT COVERAGES DOES THE WAIVER OF PREMIUM BENEFIT APPLY? The Waiver of Premium benefit applies only to Basic Life Insurance coverage. Waiver of Premium does not apply to any Dependent Life Insurance Benefits or Accidental Death, Dismemberment and Loss of Sight Benefits, if included in this plan. While You are eligible for Waiver of Premium, if such coverage's are included in this plan, they may be continued if You continue to pay the required premium, subject to all other terms and conditions of the plan.

9.02.0 WHAT CONDITIONS MUST BE SATISFIED BEFORE YOU ARE ELIGIBLE FOR WAIVER OF PREMIUM? If, prior to age 60 and while insured under the Plan, You are Disabled, then Your insurance will be continued and all premiums will be waived. However, Your continued insurance will be subject to any reductions provided by any part of the plan.

Proof of Your disability must be furnished to United Heritage within one year of Your last day of work as an Active Full-time Employee.

Waiver of Premium due to Disability will begin once satisfactory proof of Your Disability is provided by an attending physician licensed to practice in the United States.

9.03.2 WHAT DOES DISABLED MEAN? For the purpose of this Waiver of Premium Provision, Disabled means that You:

1. are prevented by disability for six consecutive months from doing any work for which You are or could become qualified by education, training or experience; or
2. have a life expectancy of 12 months or less.

9.05.0 IF YOU EXERCISE YOUR CONVERSION PRIVILEGE, HOW IS WAIVER OF PREMIUM AFFECTED? If You choose to convert Your insurance plan to a personal life policy, then the Waiver of Premium provisions will no longer apply unless:

1. within twelve months after Your last day of work as an Active Full-time Employee, You surrender the personal life policy; and
2. no claim was made under the personal policy other than for return of premium.

9.06.0 CAN UNITED HERITAGE HAVE A CLAIMANT EXAMINED FOR PROOF OF DISABILITY?

United Heritage requires You to provide satisfactory proof that You are or continue to be Disabled. During the first two years following the date You qualify as Disabled, We may have You examined at reasonable intervals. Thereafter, We will only require an annual examination to confirm Your continued disability status.

If You fail to submit any required proof used by United Heritage to determine if You are or continue to be Disabled, or refuse to be examined as required by United Heritage, then Your premiums will no longer be waived. In addition, no benefit will be payable under the Accelerated Death Benefit.

9.07.0 WHAT IF YOU ARE NO LONGER DISABLED? If You are no longer Disabled, and You return to work in a class of persons eligible for insurance under this plan, then premiums will no longer be waived as of the date You return to work as an Active Full-time Employee. If You have received a benefit under the Accelerated Death Benefit, Your Amount of Life Insurance payable at death will be reduced by that amount.

If You are no longer Disabled, but do not return to work within an eligible class, then premiums will no longer be waived as of the date the Total Disability ceases or as of the date Your condition is no longer considered terminal.

However, if You are not eligible for any other group life insurance, then You are entitled to the Conversion Privilege. You may convert the Amount of Life Insurance that is in force for You on that date. If You have received a benefit under the Accelerated Death Benefit, Your Amount of Life Insurance in force will be reduced by that amount.

9.08.1 HOW LONG WILL PREMIUMS BE WAIVED? Your premium will be waived and Your coverage will be continued until You attain age 65. Waiver of premium is not available if You become Disabled on or after age 60.

9.09.0 On the date Your coverage under this Waiver of Premium provision ceases, You will be entitled to convert Your coverage. You may convert no more than the Amount of Life Insurance that was in force for You on the date the Waiver of Premium ceased.

9.10.0 HOW DOES TERMINATION OF THE POLICY AFFECT YOUR CONTINUED INSURANCE UNDER THE WAIVER OF PREMIUM BENEFIT? Termination of the Group Insurance Policy or Plan will not affect any insurance that is continued under the terms of this provision.

9.11.0 WHAT IF THE GROUP INSURANCE POLICY TERMINATES OR YOU DIE BEFORE YOU QUALIFY FOR WAIVER OF PREMIUM? If the Group Insurance Policy terminates or You die while You are Disabled, but before You qualify for Waiver of Premium and:

1. You were continuously Disabled from Your last day of work as an Active Full-time Employee until the time You died or the policy terminated; and
2. proof of Your Disability is furnished to United Heritage within one year from Your last day of work as an Active Full-time Employee, then coverage continues as follows:
 - a. If the policy terminates, Your coverage will continue in accordance with all of the requirements of this Waiver of Premium provision.
 - b. If You should die, United Heritage will pay the Amount of Life Insurance which would have been in force for You if Your insurance had not terminated. Any such payment will fully discharge United Heritage's liability for Your insurance.

SECTION X ACCELERATED DEATH BENEFIT

10.01.0 WHAT CONDITIONS ARE NECESSARY FOR BENEFITS TO BECOME PAYABLE?

If You are diagnosed as being Terminally ill and are less than age 60, then You may request that a portion of the Amount of Life Insurance be paid as an Accelerated Death Benefit. Upon satisfactory proof of Your condition, United Heritage will pay this Accelerated Death Benefit in a lump sum to You. The Amount of Life Insurance on You must be at least \$10,000 to be eligible for this benefit.

Your request for an Accelerated Death Benefit cannot exceed 50% of the in force Amount of Life Insurance, and is subject to a minimum of \$3,000 and a maximum of \$175,000.

For example, if You have an Amount of Life Insurance equal to \$20,000 and You are Terminally Ill, You can request any portion of Your Amount of Life Insurance between \$3,000 to \$10,000 to be paid to You now instead of to Your beneficiary at Your death. However, if You decide to request only \$3,000 now, You cannot request the additional \$7,000 in the future.

After qualifying for benefits under this Accelerated Death Benefit, Your coverage will be continued in accordance with the Waiver of Premium section.

10.02.0 WHAT DOES TERMINAL ILLNESS/TERMINALLY ILL MEAN? Terminally Ill or Terminal Illness means that You have a life expectancy of 12 months or less.

RECEIPT OF ANY BENEFITS IN ACCORDANCE WITH THIS PROVISION WILL REDUCE LIFE INSURANCE BENEFITS PAYABLE UPON DEATH. LIFE INSURANCE BENEFITS PAYABLE UPON DEATH WILL BE CALCULATED BASED ON THE AMOUNT OF LIFE INSURANCE YOU ARE ELIGIBLE TO RECEIVE WITHOUT REGARD TO ACCELERATED BENEFITS MINUS ANY ACCELERATED BENEFITS ACTUALLY RECEIVED.

ADDITIONALLY, ANY BENEFITS RECEIVED UNDER THIS PROVISION MAY BE TAXABLE. SEE YOUR PERSONAL TAX ADVISOR FOR FURTHER INFORMATION.

ANY BENEFITS RECEIVED UNDER THIS PROVISION ARE INTENDED TO QUALIFY UNDER SECTION 101(g) (26 U.S.C. 101(g)) OF THE INTERNAL REVENUE CODE OF 1986 AS AMENDED BY PUBLIC ACT 104-191.

10.03.0 CAN UNITED HERITAGE HAVE A CLAIMANT EXAMINED FOR PROOF OF TERMINAL ILLNESS? United Heritage requires proof that You are Terminally Ill. Any diagnosis submitted as proof of Terminal Illness must be provided by an attending physician licensed to practice in the United States. If You fail to submit satisfactory proof that You have a Terminal Illness, or if any examination as may be required by United Heritage is refused, then no Accelerated Death Benefit will be payable.

10.04.0 WHAT IF YOU ARE NO LONGER TERMINALLY ILL? If You are no longer Terminally Ill, and You return to work in a class of persons eligible for insurance under this plan, then Your Amount of Life Insurance payable at death will be reduced by any amount of Accelerated Death Benefits You have received.

If You are no longer Terminally Ill, but do not return to work within an eligible class, then Your coverage will terminate as of the date Your condition is no longer considered terminal.

However, if You are not eligible for any other group life insurance, then You are entitled to the Conversion Privilege. The Amount of Life Insurance that You are eligible to convert will be reduced by any amount of Accelerated Death Benefits You have received.

10.05.0 WHAT LIMITATIONS APPLY TO THIS BENEFIT? The Accelerated Death Benefit provision will be subject to all applicable terms and conditions of this plan. You may not request an Accelerated Death Benefit if:

1. You have already received an Accelerated Death Benefit under this or any other plan;
2. You are considered a Retiree under this plan;
3. You are age 60 or older.
4. you are required by law to accelerate benefits to meet the claims of creditors;
5. a government agency requires You to apply for benefits to qualify for a government benefit or entitlement.

10.06.0 WHAT IF YOU MADE AN ASSIGNMENT UNDER THIS PLAN? If You have executed an assignment of interest with respect to Your Amount of Life Insurance, in order to pay benefits under this provision, United Heritage must receive a release from the individual to whom the assignment was made before any benefits are payable.

10.08.0 WHAT IS THE COST? To cover administrative expenses, we will deduct a charge of \$300.00 from the Accelerated Benefit.

SECTION XI
ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)

11.01.0 WHAT CONDITIONS ARE NECESSARY FOR BENEFITS TO BECOME PAYABLE?

United Heritage will pay a benefit according to the schedule shown below if You suffer accidental bodily injury while Your insurance is in force and:

1. a Loss results directly from such injury, independent of all other causes; and
2. such a Loss occurs within 90 days after the date of the accident causing the injury.

Benefits for loss of life will be paid in accordance with Your beneficiary designation. Benefits payable for all other losses are payable to You.

11.02.0 (MT) WHAT TYPES OF INJURIES ARE EXCLUDED FROM COVERAGE? No benefit will be paid for a loss caused or contributed to by:

1. sickness;
2. disease;
3. any medical treatment for items (1) or (2);
4. any infection, except a puss-forming infection of an accidental cut or wound;
5. war or any act of war, whether war is declared or not;
6. any injury received while in any armed service of a country which is at war or engaged in armed conflict;
7. any intentionally self-inflicted injury, suicide, or suicide attempt, whether sane or insane;
8. the voluntary taking of drugs, sedatives, narcotics, barbiturates, amphetamines or hallucinogens unless prescribed for or administered to You by a licensed physician; or
9. an accident caused by Your intoxication while operating a motor vehicle.

As used above, "intoxication" means that Your blood alcohol content or the results of other means of testing Your blood alcohol level, meets or exceeds the legal presumption of intoxication under the law of the state where the accident took place.

11.03.0 WHAT IS THE PRINCIPAL SUM PAYABLE? The benefit payable for any loss is that which is shown opposite the Loss in the following schedule. The Principal Sum is shown in the Schedule of Insurance. No benefit is payable for any loss which is not shown in the schedule below.

DESCRIPTION OF LOSS	BENEFIT
Loss of life	Principal Sum
Loss of a hand	One-half the Principal Sum
Loss of a foot	One-half the Principal Sum
Loss of an eye	One-half the Principal Sum
Loss of Speech or Hearing	One-half the Principal Sum
Loss of thumb and index finger on either hand	One-quarter the Principal Sum
Loss of movement of both upper and lower limbs (Quadriplegia)	Principal Sum
Loss of movement of three limbs (Triplegia)	Three-quarters the Principal Sum
Loss of movement of both lower limbs (Paraplegia)	Three-quarters the Principal Sum
Loss of movement of both upper and lower limbs on one side of the body (Hemiplegia)	One-half the Principal Sum
Loss of movement of one limb (Uniplegia)	One-quarter the Principal Sum
More than one of the above resulting from one accident	Principal Sum or the sum of the Benefits payable for each Loss, whichever is lesser

Loss of:

1. a hand or foot means that it is completely cut off at or above the wrist or ankle joint;
2. an eye means that sight in the eye is completely lost and cannot be recovered or restored;
3. speech or hearing means that speech or hearing is lost entirely and the Loss cannot be recovered or restored. Hearing must be lost in both ears; and
4. movement of limbs means that movement is completely lost and is irreversible.
5. Loss of thumb and index finger means actual severance through or above the metacarpophalangeal joints.

**SECTION XII
GENERAL PROVISIONS**

12.01.0 WHEN CAN THIS PLAN BE CONTESTED? Except for non-payment of premium, The Group Insurance Policy cannot be contested after two years from the Plan Effective Date.

No statement made by a Covered Person relating to His or her insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during the Covered Person's lifetime. In order to be used, the statement must be in writing and signed by the Covered Person.

12.03.0 HOW DO YOU DESIGNATE OR CHANGE YOUR BENEFICIARY? You may designate or change a beneficiary by doing so in writing on a form satisfactory to United Heritage and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a Power of Attorney.

SECTION XIII CLAIM PROVISIONS

13.01.0 ARE SPECIAL FORMS REQUIRED TO FILE A CLAIM? If You die, Your beneficiary will be furnished a claim form. United Heritage will send these forms within 15 days after receiving a Notice of Claim. If United Heritage does not send the forms within 15 days, the claimant may submit any other written proof which fully describes the nature and extent of His claim. The completed claim form and a certified copy of Your death certificate should be sent to United Heritage. When the required claim papers are received and approved by United Heritage, the Amount of Life Insurance on Your life will be paid.

13.02.0 (MT) INTEREST ON DEATH CLAIMS The following provision shall apply to any Life Insurance, or Accidental Death, Dismemberment and Loss of Sight Insurance included in this plan. Claims payable for loss of life will be paid within 60 days of the date due proof is received. If the death benefit is paid on the 31st through the 60th day, the benefit payable will include interest. Interest shall be paid at the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Ninth Federal Reserve District on the date due proof of loss is received by United Heritage.

13.03.0 WHEN SHOULD UNITED HERITAGE BE NOTIFIED OF A CLAIM? A claimant must give United Heritage, or its appropriate representative, written notice of a claim within 20 days after the loss happens or starts. If notice cannot be given within that time, it must be given as soon as possible after that.

Such notice must include:

1. the claimant's name and address; and
2. the Policy or Plan number.

13.04.0 WHEN MUST PROOF OF LOSS BE GIVEN? Written Proof of Loss must be sent to United Heritage, or its appropriate representative, within 90 days after the date of such loss. However, all claims must be submitted to United Heritage within 90 days of the date the Covered Person's insurance terminates.

If proof is not given by the time it is due, it will not affect the claim if:

1. it was not possible to give proof within the required time; and
2. proof is given as soon as possible, but no later than a year after it is due unless the claimant is not legally competent.

13.05.0 WHEN AND TO WHOM WILL YOUR CLAIM BE PAID? Claims payable for loss will be paid as soon as due written proof is received. If any payment is due at the end of a claim, it will be paid as soon as written Proof of Loss is received.

Any payments owing at Your death may be paid to Your estate. If any payment is owed to:

1. Your estate;
2. a person who is a minor; or
3. a person who is not legally competent,

then United Heritage may pay up to \$1,000 to any of Your relatives who is entitled to it in the opinion of United Heritage. Any such payment shall fulfill United Heritage's responsibility for the amount paid.

13.06.0 CAN UNITED HERITAGE HAVE A CLAIMANT EXAMINED OR REQUEST AN AUTOPSY?

United Heritage reserves the right to examine any claimant and to perform an autopsy, if not forbidden by law. Any such examinations will be as reasonably required by United Heritage and at United Heritage's expense.

13.07.0 WHAT NOTIFICATION WILL YOU RECEIVE IF YOUR CLAIM IS DENIED? If a claim for benefits is wholly or partly denied, the claimant will be furnished with written notification of the decision. This written decision will:

1. give the specific reason(s) for the denial;
2. make specific reference to this plan's provisions upon which the denial is based;
3. provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

13.08.0 WHAT RECOURSE DO YOU HAVE IF YOUR CLAIM IS DENIED? On any denied claim, the claimant or His representative may appeal to United Heritage for a full and fair review. The claimant may:

1. request a review upon written application within 60 days of receipt of claim denial;
2. review pertinent documents; and
3. submit issues and comments in writing.

A request for an appeal will not be denied if not submitted within 60 days if it is not reasonably possible to make such request within 60 days. In this case, the request must be submitted as soon as reasonably possible thereafter.

A decision will be made by United Heritage no more than 60 days after the receipt of the request, except in special circumstances (such as the need to hold a hearing), but in no event more than 120 days after the request for review is received.

13.09.0 WHEN CAN LEGAL ACTION BE TAKEN? Legal action cannot be taken against United Heritage;

1. sooner than 60 days after Proof of Loss has been furnished; or
2. 3 years after the time Proof of Loss is required to be furnished according to the terms of this Group Insurance Policy.

13.10.0 HOW DOES THIS PLAN AFFECT WORKERS' COMPENSATION COVERAGE? This Plan does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

13.11.0 PHYSICIAN-PATIENT RELATIONSHIP The Insured Person may choose any licensed physician. United Heritage shall not in any way disturb the physician-patient relationship.

Name of Policyholder: BLACKFEET COMMUNITY COLLEGE

Policy Numbers:

GL-1161

GD-1161

Effective Date:

February 1, 2009

February 1, 2009

Place of Delivery:

Montana

Montana

Anniversary Dates:

February 1st of each year, beginning in 2009

Premium Due Dates:

Monthly, on the first day of each policy month.

UNITED HERITAGE LIFE INSURANCE COMPANY

Meridian, Idaho 83642

(An insurance company, herein called United Heritage)

Non-Participating

Agrees with the Policyholder to insure certain persons who are entitled to the insurance provided by this policy. This policy is issued in consideration of the application of the Policyholder, and the payment of the first premium. The first premium is due and payable on the effective date of the policy. Subject to the policy's grace period provision, all premiums after the first must be paid when or before they are due.

Signed for United Heritage:

Secretary

President

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SECTION II
INCORPORATION PROVISION

2.01.0 BOOKLET-CERTIFICATE The Booklet-certificate(s), and the endorsement form(s) enclosed therein, attached to this Policy are hereby incorporated in, and made a part of, this policy.

Booklet-certificate Form(s):	Endorsement Form(s)
GCLIFE02 (MT 8/05)	GPA(1)88
GCLTD-MT(05/05)	GPA(2)88
	GCA88

The terms found in the Booklet-certificate(s) will control:

- the benefit plan provisions;
- the eligibility and effective date of insurance rules;
- the termination of insurance rules;
- exclusions; and
- other general policy provisions pertaining to state insurance law requirements.

SECTION III
SCHEDULE OF INSURANCE

3.02.0 SCHEDULE OF INSURANCE The Schedule(s) of Insurance for benefits listed below:

- Basic Life Insurance
- Basic Accidental Death, Dismemberment and Loss of Sight Benefit
- Long Term Disability

are shown in Booklet-certificate(s) GL-1161 and GD-1161

The Schedule(s) of Insurance will control the:

- benefit amounts and maximum limits;
- eligibility and effective date rules; and
- other schedule amounts and limits,

which apply to the employees of the Policyholder.

SECTION IV PREMIUMS

4.01.0 INITIAL MONTHLY PREMIUM RATES The initial monthly premium rates to be charged for employee Coverage and/or child/spouse coverage, if applicable, will be:

Basic Life Insurance

\$.25 for each \$1,000 of Basic Life Insurance

Basic Accidental Death, Dismemberment and Loss of Sight Insurance

\$.034 for each \$1,000 of Principal Sum

Long Term Disability

\$.60 for each \$100 of Monthly Covered Salary

The amount of an employee's Earnings which is disregarded in determining his Monthly Benefit because of the Maximum Monthly Benefit limitation will also be disregarded in determining the amount of the total insured payroll.

The Initial Monthly Premium Rates may be converted as follows:

To Convert Rates to:	Use a Conversion Factor of:
-- annual rates	11.8227
-- semi-annual rates	5.9557
-- quarterly rates	2.9852

4.02.0 PARTICIPATION REQUIREMENTS: United Heritage reserves the right to terminate Employee Life Insurance and Long Term Disability Benefits on any premium due date on which:

- there are fewer than 10 persons insured for Coverage; or
- less than 100% of the persons eligible for Coverage on a Non-Contributory Basis are insured; or
- less than 75% of the persons eligible for Coverage on a Contributory Basis are insured.

United Heritage shall give the Policyholder 60 days notice of its intent to terminate any Insurance Benefit.

4.03.0 CHANGE IN MONTHLY PREMIUM RATES Initial Monthly Premium rates are guaranteed as follows:

Basic Life Insurance 24 months

Basic Accidental Death, Dismemberment and Loss of Sight Insurance 24 months

Long Term Disability Insurance 24 months

Subject to the Rate Guarantee period shown above, United Heritage has the right to change premium rates on any premium due date if:

- written notice is delivered to the Policyholder's last address on record; and
- the change is effective at least 60 days after the date of notice.

The rate guarantee described above (the "Rate Guarantee") supersedes only those provisions appearing Elsewhere in this policy which give United Heritage the right to change the premium rates, and then, only for the period of time stated for the Rate Guarantee. However, United Heritage may change the premium rates during the Rate Guarantee period if there is a change in the policy, or if there is a 15% increase or decrease in the number of insured employees, or if the Policyholder adds or deletes a subsidiary or affiliated business entity. United Heritage may also change the premium rates during the Guarantee Period if there has been a material misstatement in the reported experience during the pre-sale process. The Rate Guarantee in no way affects, amends or supersedes any other provision in this policy.

4.04.0 CALCULATION Premiums may be calculated by multiplying the rate times the applicable number of units of coverage.

If any insurance is added, increased or becomes effective after the policy is in force, the premium charges will begin:

- the day the coverage is effective, if it is also the first day of a policy month; or if not
- the first day of the next policy month.

For insurance which is terminated, premium charges will stop:

- On the first day of the month if it is the same as the termination date; or
- On the first day of the next month after the termination date, if not the same.

Premiums may be calculated by any other method which both United Heritage and the Policyholder agree to in writing.

Premium adjustment for any reason will:

- Be made back from the date proof of error is received by United Heritage; and
- Not cover any period prior to 12 months from the date United Heritage received the proof of error.

The above manner of charging Premium is for accounting purposes only and shall not extend insurance coverage beyond a date it would otherwise have terminated.

4.05.0 PREMIUM PAYMENTS Premium payments are due and payable in full to a place designated by United Heritage or, with respect to the initial premium payment, premium payments may be made to an authorized agent of United Heritage.

Payment of premiums for a period before it is due will not guarantee the insurance for that period.

SECTION V POLICY PROVISIONS

5.01.0 ENTIRE CONTRACT The contract between the parties consists of:

- the policy;
- the application of the Policyholder, a copy of which is attached to and made a part of the policy when issued; and
- the applications, if any, of each insured person.

We have assumed that all statements made by the Policyholder, Employers, and persons insured under the policy are true and complete to the best of the knowledge and belief of the person(s) making them. No statement will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his beneficiary. If any of the answers are not true or complete, we may have the right to contest the policy.

5.02.0 INCONTESTABILITY Except for non-payment of premium, the insurance provided by the policy cannot be contested after a period of 2 years from the date of issue of such insurance.

5.03.0 CHANGE IN THE POLICY No change may be made unless approved in writing by the President; or a Vice President; an Assistant Vice President; a Secretary; or an Assistant Secretary of United Heritage. No other person may change or waive any part of the policy. Any approved change shall be added to the policy in writing.

If any change to state or federal law, including but not limited to the Federal Social Security Act, affects United Heritage's liability under the policy, United Heritage may change the policy, the premiums or both. Such change:

- will be effective as of the date of the change to the state or federal law;
- will not be made until United Heritage gives the Policyholder 31 days notice.

5.04.0 RIGHT TO AMEND Notwithstanding the above, after the policy has been in force for 12 months, United Heritage may change any or all of the provisions of this contract by notifying the Policyholder. United Heritage must give the Policyholder at least 31 days advance written notice of any change.

5.05.0 GRACE PERIOD United Heritage will allow the Policyholder a 31 day grace period for the payment of all premiums after the first. During this 31 day period, the policy will stay in force. If the owed premium is not paid by the 31st day, the policy will automatically terminate. If the Policyholder gives United Heritage written advance notice of an earlier cancellation date, the policy will terminate on the earlier date. Premium is due for each day the policy is in force.

5.06.0 TERMINATION OF POLICY United Heritage may terminate the policy for the following reasons by giving the Policyholder 60 days written notice:

- The Policyholder fails to furnish any information which United Heritage may reasonably require; or
- The Policyholder fails to perform any of his other obligations pertaining to this policy; or
- The Participation Requirements outlined in Section III of this Policy are not met; or
- 50% or more of the Insured Persons are related by blood or marriage.

In addition, United Heritage may terminate this policy on any premium due date after the policy has been in force for 12 months.

5.07.0 CERTIFICATE United Heritage will give the Policyholder an individual Booklet-certificate for each insured employee. The Booklet-certificate is part of the policy, and will explain the important features of the policy.

5.08.0 MISSTATEMENT OF AGE If a Covered Person's age has been incorrectly stated, the premium rate will be adjusted to correct his age. If the change in age affects his benefits, the benefits and any required premium adjustment will be made accordingly.

5.09.0 DATA TO BE FURNISHED The Policyholder will give United Heritage all information United Heritage needs regarding matters pertaining to the insurance. At any reasonable time while the policy is in force and for 1 year after that, United Heritage may inspect any of the Policyholder's documents, books, or records which may affect the insurance or premiums of this policy.

If the Policyholder gives United Heritage any incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount.

No person will be deprived of insurance to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by the Policyholder. Any required adjustment may be made in premiums or benefits.

5.10.0 NO REPLACEMENT FOR WORKERS' COMPENSATION The policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

5.11.0 TIME PERIOD All periods begin and end at 12:01 A.M., standard time, at the Policyholder's address.

5.12.0 (MT) CONFORMITY WITH MONTANA STATUTES The provisions of this policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of this policy.