

AMENDMENT NO. 3
TO
MINNEAPOLIS COLLEGE OF ART AND DESIGN
FLEXIBLE BENEFIT PLAN

1. *Effective Date.* This Amendment No. 3 to the Minneapolis College of Art and Design Flexible Benefit Plan (the “Plan”) shall apply effective January 1, 2015.

2. *Election.* Paragraph (d) of Section 2.1 is hereby deleted in its entirety, and the following inserted in lieu thereof:

(d) “Election” means an election pursuant to Article IV by an Eligible Employee to participate in the Plan and the designation by the Participant of Salary Reduction Contributions to be made on the Participant’s behalf among optional benefit coverages for which he or she is eligible under the Plan.

3. *Eligible Employee.* Paragraph (e) of Section 2.1 is hereby deleted in its entirety, and the following inserted in lieu thereof:

(e) “Eligible Employee” means:

- (i) with respect to participation in the Medical Coverage benefit set forth in Section 5.2(a) of this Plan, any employee participating in the Minneapolis College of Art and Design Medical Plan; and
- (ii) with respect to participation in all other benefits set forth in Section 5.2, an employee of the Employer who is employed in the United States and who is scheduled to work 1,000 hours or more each Plan Year, except for the following:
 - (A) persons covered by a collective bargaining agreement to which the Employer is a party, unless such collective bargaining agreement expressly provides for inclusion of such persons in the Plan;
 - (B) leased employees (including, but not limited to, those individuals defined in Code Section 414(n));
 - (C) persons classified by the Employer as independent contractors, contract workers, temporary employees, casual employees, or adjunct faculty; or
 - (D) nonresident aliens who receive no earned income from the Employer that constitutes income from sources within the United States.

4. *Participant.* Paragraph (l) of Section 2.1 is hereby deleted in its entirety, and the following inserted in lieu thereof:

(l) “Participant” means an Eligible Employee of the Employer who has satisfied the participation conditions of Article III with respect to at least one of the benefits available under the Plan. A person who becomes a Participant shall remain a Participant for the limited purpose of Plan claims procedures and determining any and all benefits that may be due under the Plan, until all benefits

due the Participant under the provisions of the Plan have been paid to the Participant or otherwise have been satisfied.

5. *Commencement of Participation.* Section 3.3 is hereby deleted in its entirety, and the following inserted in lieu thereof:

Section 3.3 Commencement of Participation. An Eligible Employee will become a Participant on the first day of the month following the date he or she becomes an Eligible Employee, provided the Eligible Employee satisfies all participation conditions provided for in Section 3.1, or on the first day of any subsequent Plan Year for which he or she is an Eligible Employee.

6. *Coverage After Commencement of Participation.* Section 3.4 is hereby deleted in its entirety, and the following inserted in lieu thereof:

Section 3.4 Coverage After Commencement of Participation. Eligible Employees who waived coverage under one of the Plan's component benefit plans listed in Section 5.2 when they first became eligible for the Plan may elect such coverage during open enrollment for a subsequent Plan Year, or upon a Status Change or other change in circumstances permitting an Election change, only if they meet the eligibility requirements of this Plan and the applicable component plan.

7. *Termination of Participation.* A new Section 3.8 is hereby inserted after Section 3.7 as follows:

Section 3.8 Termination of Participation. A Participant shall remain a Participant for the limited purpose of Plan claims procedures and determining any and all benefits that may be due under the Plan, until all benefits due the Participant under the provisions of the Plan have been paid to the Participant or otherwise have been satisfied. A Participant who is an Eligible Employee only under paragraph (e)(i) of Section 2.1 for purposes of participation in Medical Coverage as set forth in Section 5.2(a) shall cease participation in the Plan as of the date that such Participant ceases to be covered by the Minneapolis College of Art & Design Medical Plan.

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Minneapolis College of Art and Design has caused her name to be hereunto subscribed on behalf of the College this ____ day of _____, 2014.

MINNEAPOLIS COLLEGE OF ART AND DESIGN

By: _____
Pamela Newsome-Prochniak
Vice President, Administration