GROUP LONG TERM DISABILITY INSURANCE CERTIFICATE OF COVERAGE

FOR CLASS 02: CERTIFIED EMPLOYEES

POLICYHOLDER: EUGENE SCHOOL DISTRICT NO. 4J

POLICY NUMBER: OR 035946

REVISED EFFECTIVE DATE: OCTOBER 1, 2008

Regence Life and Health Insurance Company (referred to as "we", "our" and "us") welcomes your employer as a client.

This is your certificate of coverage as long as you are eligible for insurance and you become and remain insured.

A few words about this certificate of coverage . . . .

It is written in plain English. But a few terms and provisions are written as required by insurance law. Please read it carefully. If you have any questions about any terms and provisions, please contact the Insurance Administrator at your work location or write to us. We will assist you in any way we can to help you understand your benefits.

Also, if the terms of your certificate of coverage and the policy differ, the policy will govern. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the policy.

President
CERTIFICATE INDEX

SECTION I       PLAN OUTLINE
SECTION II      TERMS YOU SHOULD KNOW
SECTION III     ENROLLMENT AND DATE INSURANCE STARTS
SECTION IV      BENEFITS AND INSURING PROVISIONS
SECTION V       TERMINATION PROVISIONS
SECTION VI      GENERAL INFORMATION
Classes to be Covered

Class 02 - All full-time active Certified Employees.

Amount of Insurance

a. \(60\%\) (benefit percentage) of basic monthly earnings, not to exceed the maximum monthly benefit of $3,500, less other income benefits.

b. The minimum monthly benefit is $50.

Maximum Benefit Period

**Accident - Sickness - To Age 65 with the Reducing Benefit Duration**

<table>
<thead>
<tr>
<th>Age at Disability</th>
<th>Maximum Benefit Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less Than Age 60</td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>60 Months</td>
</tr>
<tr>
<td>61</td>
<td>48 Months</td>
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<td>42 Months</td>
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<td>65</td>
<td>24 Months</td>
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<td>66</td>
<td>21 Months</td>
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<tr>
<td>67</td>
<td>18 Months</td>
</tr>
<tr>
<td>68</td>
<td>15 Months</td>
</tr>
<tr>
<td>69 and older</td>
<td>12 Months</td>
</tr>
</tbody>
</table>

**Elimination Period:** 90 days

**Minimum Requirement for Active Employment:** 15 regularly scheduled hours per week.

**Waiting Period - New Employees:**

Insurance is effective the first day of active work in an insurance-eligible position.

**Contributions**

You are not required to contribute to the cost of your insurance.
Many terms used in your certificate of coverage have special meanings. A list of these terms and meanings follow:

**ACTIVE EMPLOYMENT** means you must be working:
1. for your employer on a full-time active basis and paid regular earnings;
2. at least the minimum number of hours shown in the plan outline;
3. at your employer's usual place of business; or
4. at a location to which your employer's business requires you to travel.

**BASIC MONTHLY EARNINGS** or **PRE-DISABILITY EARNINGS** means your monthly rate of earnings from your employer in effect immediately prior to the date disability begins*. Basic monthly earnings include all earnings before any reductions, including employer contributions to any deferred compensation arrangement. It does not include bonuses, overtime pay and any other from of extra compensation.

If you are paid on an annual contract basis, the monthly rate of earnings is one-twelfth (1/12th) of your annual contract salary.

If you are paid hourly, the monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours. If you do not have regular work hours, the monthly rate of earnings is based on the average number of hours worked per month during the preceding 12 calendar months (or during your entire period of employment, if less than 12 months), but not more than 173 hours.

*Pre-disability earnings during an approved sabbatical leave of absence and, if you are disabled on the scheduled date of return, during the following 3 months will be your monthly rate of earnings as of the first day of your sabbatical leave of absence. Thereafter, predisability earnings will be based on your monthly rate of earnings as of the day before the sabbatical leave of absence began.

**COMPANY** means Regence Life and Health Insurance Company.

**DISABILITY BENEFIT** when used with the term retirement plan, means money which:
1. is payable under a retirement plan due to disability as defined in the plan; and
2. does not reduce the amount of money which would have been paid as retirement benefits under the plan if the disability had not occurred. (If the payment does cause such a reduction, it will be deemed a retirement benefit as defined in this certificate of coverage.)

**ELIGIBILITY DATE** means the date you become eligible for insurance after completing the waiting period shown in the plan outline.

**ELIMINATION PERIOD** means a period of consecutive days of disability for which no benefit is payable. This may include periods where:
1. you are completely unable to work;
2. you are performing only light duty work with no loss of earnings; or
3. you are working part-time or full-time with reduced earnings.

The elimination period is shown in the plan outline and begins on the first day of disability.

**NOTE:** If you return to active full-time work for any 30 or less days during the elimination period and cannot continue, we will count only those days you are disabled to satisfy the elimination period.
EMPLOYEE means a person in active employment with the employer who is a citizen or resident of the United States or Canada. Temporary or seasonal workers or persons who are full-time members of the armed forces of any country are not considered Employees under the terms of this policy.

EMPLOYER means the policyholder and includes any division, subsidiary or any affiliated company named in the policy.

EVIDENCE OF INSURABILITY means a statement or proof of your medical history upon which we will determine your acceptance for insurance.

GROSS MONTHLY BENEFIT means your monthly benefit before any reduction for other income benefits and earnings.

HOME OFFICE means Regence Life and Health Insurance Company, 100 SW Market Street, Portland, Oregon 97201.

SICKNESS means illness, disease, pregnancy or complications of pregnancy. The sickness must begin while you are insured under the policy.

INJURY means bodily injury resulting directly from an accident and independently of all other causes. The injury must occur and disability must begin while you are insured under the policy.

Exception: Any disability which begins more than 60 days after an injury will be considered a sickness for the purpose of determining benefits under the policy.

MONTHLY BENEFIT means the amount we will pay you when you are disabled.

OWN OCCUPATION - See definition of Total Disability or Totally Disabled (on the last page of Section II).

PHYSICIAN means a person who:

1. is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or

2. is legally qualified as a medical practitioner and required to be recognized under the policy for insurance purposes according to the insurance statutes/regulations of the governing jurisdiction; and

3. is not an employee or his spouse, daughter, son, father, mother, sister or brother.

PRE-DISABILITY EARNINGS - See definition of Basic Monthly Earnings.
SECTION II
TERMS YOU SHOULD KNOW
(Continued)

RETIREMENT BENEFIT when used with the term retirement plan, means money which:

1. is payable under a retirement plan either in a lump sum or in the form of periodic payments;

2. does not represent contributions made by you (payments which represent your contributions are deemed to be received over your expected remaining life regardless of when such payments are actually received); and

3. is payable upon:
   a. early or normal retirement; or
   b. disability if the payment does reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred.

RETIREMENT PLAN means a plan which provides your retirement benefits and which is not funded wholly by your contributions. The term shall not include: a 401(k), profit-sharing plan, thrift plan, informal salary continuation plan, individual retirement account (IRA), tax sheltered annuity (TSA), stock ownership plan, or a non-qualified plan of deferred compensation.

EMPLOYER'S RETIREMENT PLAN is deemed to include any retirement plan:

1. which is part of any federal, state, county, municipal or association retirement system; or

2. for which you are eligible as a result of employment with your employer or for which you are eligible from a union retirement plan.

SICK LEAVE means the amount of earnings that the insured receives from any sick leave or formal salary continuation plan paid by the employer. It excludes Community Sick Bank earnings.

TIME EFFECTIVE means an effective date will start at 12:01 A.M. A termination date will end at 12:00 midnight. Each of these times is Standard Time in the place where the policy is delivered. Insurance under the policy will start and end at these times.

WAITING PERIOD as shown on the Plan Outline means the continuous length of time you must serve in an eligible class to reach your eligibility date.
(Credit will be given for any portion of your waiting period satisfied prior to an approved family or medical leave of absence.)
TOTAL DISABILITY or TOTALLY DISABLED means during the elimination period and the next 36 months of disability you are:

1. unable to perform all of the material and substantial duties of your occupation on a full-time basis because of a disability:
   a. caused by injury or sickness;
   b. that started while you are insured under this plan; and

2. after 36 months of benefits have been paid, you are unable to perform with reasonable continuity all of the material and substantial duties of your own or any other occupation for which you are or become reasonably fitted by training, education, experience, age and physical and mental capacity.

If you are employed as a pilot, co-pilot or a crew member of an aircraft:

"Total disability" or "totally disabled" means because of injury or sickness you cannot perform the material duties of any gainful occupation for which you are or become reasonably fitted by training, education or experience. The loss of a pilot's license for any reason does not, in itself, constitute total disability.
SECTION III
ENROLLMENT AND DATE INSURANCE STARTS

WHEN CAN YOU ENROLL?

You can enroll if you are:

1. in active employment with your employer; and

2. in a class eligible for insurance.

WHAT IS YOUR ELIGIBILITY DATE?

If you are in an eligible class as shown on the Plan Outline, you will be eligible for insurance on the later of:

1. the policy effective date; or

2. the day after you complete the waiting period.

WHEN DOES INSURANCE START?

Insurance will start at 12:01 A.M. on the day determined as follows, but only if you enroll for insurance with us through your employer on a form satisfactory to us.

1. If you do not contribute toward the plan's cost, your insurance will start on your eligibility date.

2. If you do contribute toward the plan's cost, your insurance will start on the latest of these dates:
   a. on your eligibility date if you make written application for insurance on or before the 31st day after your eligibility date.
   b. the date we give approval, if you:
      i. make written application for insurance more than 31 days after your eligibility date; or
      ii. terminated your insurance while still eligible.

In the case of i. and ii. above, you must submit, at your expense, an application and evidence of insurability to us for approval.

But, no initial, increased or additional insurance will apply to you if you are not in active employment because of a disability on the date such insurance otherwise would become effective. Such insurance will start for you on the day you return to full-time active employment.

If you enter another eligible class, you will not be eligible for any additional benefits until you have completed a 30-day waiting period, and have been actively at work one full day in the new class.
SECTION IV - BENEFITS

PROOF OF DISABILITY

WHEN DO DISABILITY BENEFITS BECOME PAYABLE?

We will pay your benefit a month after the end of the elimination period when we have proof that you:

1. are disabled due to sickness or injury; and
2. require the regular attendance of a physician.

WHAT CONDITIONS MUST BE MET FOR BENEFIT PAYMENTS TO CONTINUE?

We will pay you as long as you remain disabled and require the regular attendance of a physician. But we will not pay a benefit any greater than your amount of insurance or any longer than the maximum benefit period shown in the plan outline.

Also, you must give us proof of these facts at your own expense, when we ask for it.

HOW IS THE BENEFIT FIGURED?

To figure the amount of your monthly benefit:

1. Multiply your basic monthly earnings by the benefit percentage shown in the plan outline.
2. Take the lesser of:
   a. the amount figured in step (1) above; or
   b. the maximum monthly benefit shown in the plan outline; and then
3. Deduct other income benefits, shown on the next page from this amount.

This is the total disability benefit which you may receive.

Your monthly benefit will never be less than the minimum benefit shown in your plan outline.
SECTION IV - BENEFITS
(Continued)

WHAT ARE "OTHER INCOME BENEFITS"?

Other income benefits mean those benefits shown below:

1. The amount of temporary and/or permanent benefits/awards for which you are eligible under:
   a. Workers' or Workmen's Compensation Law;
   b. occupational disease law;
   c. any other act or law of like intent.

2. The amount of any disability income benefits which you are eligible to receive under any compulsory benefit act or law.

3. The amount of any disability income benefits which you are eligible to receive under any other group insurance plan.

4. The amount of disability or retirement benefits you are eligible to receive from your employer's retirement plan, including benefits from:
   a. a public employees retirement system;
   b. a state teacher retirement system;
   c. any plan arranged and maintained by a union or employee association for the benefit of its members.

As used here, "receive" does not include any amount rolled over or transferred to any eligible retirement plan as that term is defined in §402 of the Internal Revenue Code of 1986 and any future amendments to §402 which affect the definition of an eligible retirement plan.

5. The amount of disability or retirement benefits under the United States Social Security Act, The Canada Pension Plan, The Quebec Pension Plan, or any similar plan or act, as follows:
   a. disability or unreduced retirement benefits for which:
      i. you are eligible; and
      ii. your spouse, child or children are eligible because of your disability; or
      iii. your spouse, child or children are eligible because of your eligibility for unreduced retirement benefits; or
   b. reduced retirement benefits received by:
      i. you; and
      ii. your spouse, child or children because of your receipt of the reduced retirement benefits.

6. The amount of earnings you receive from any sick leave or formal salary continuation plan paid by your employer, but only to the extent that the combination of Long Term Disability benefits and sick leave exceeds 100% of Pre-disability Earnings.

7. The amount of benefits you receive under any unemployment compensation law.

8. The amount of earnings you earn or receive from any form of employment, as described in the section of this certificate entitled “Progressive Partial Disability Benefit,” under the heading “Graduated Monthly Benefit (Return To Work Incentive).”.

These other income benefits, except retirement benefits, must be payable as a result of the same disability for which we pay a benefit.
WHAT HAPPENS IF YOU RECEIVE INCREASES IN THESE OTHER INCOME BENEFITS?

After the first deduction for each of the other income benefits, we will not further reduce your monthly benefit due to any cost of living increases payable under these other income benefits. This provision does not apply to increases received from any form of employment.

WHAT IF YOU RECEIVE A LUMP SUM PAYMENT?

We will prorate other income benefits which are paid in a lump sum on a monthly basis over the time period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over your expected lifetime. In each case, the amount to be prorated will be calculated by an actuary, based on a morbidity table, with interest, or a mortality table, with interest, depending on the source of the lump sum.

WHEN DOES THE DISABILITY MONTHLY BENEFIT CEASE?

Your monthly benefit will cease on the earliest of:

1. the date you are no longer disabled; or
2. the date you die; or
3. the end of your maximum benefit period; or
4. the date your current earnings exceed 85% of your pre-disability earnings.

NOTE: Because your current earnings may fluctuate, your insurance company may average your earnings over three (3) consecutive months rather than immediately terminating your benefit once 85% of your pre-disability earnings has been reached.
RECURRENT DISABILITY

WHAT HAPPENS IF YOU TRY TO RETURN TO WORK AND BECOME DISABLED AGAIN?

RECURRENT DISABILITY means a disability which is related or due to the same cause(s) as a prior disability for which you received a monthly benefit.

We will treat a recurrent disability as a continuation of the original disability if, after receiving disability benefits under this plan, you:

1. return to your regular occupation on a full-time basis for less than six months; and
2. perform all the material duties of your occupation.

To qualify for a recurrent disability benefit, you must experience more than a 20% loss of pre-disability earnings.

Benefit payments will be subject to the terms of this plan for the original disability.

If you return to your regular occupation on a full-time basis for six months or more, a recurrent disability will be treated as a new period of disability and you must complete another elimination period.

If you become eligible for coverage under any other group long term disability policy, this recurrent disability section will cease to apply to you.

WAIVER OF PREMIUM

DO PREMIUMS HAVE TO BE PAID WHILE YOU ARE RECEIVING BENEFITS?

No, while you are receiving benefits, premiums do not have to be paid. However, if coverage is to be continued, premium payments may be resumed following a period during which they were waived.
THREE MONTH SURVIVOR BENEFIT

WHAT HAPPENS TO YOUR BENEFIT IF YOU DIE?

We will pay a lump sum benefit to your eligible survivor when we receive proof that you died while receiving a monthly benefit.

The lump sum benefit will be an amount equal to three times your last gross monthly benefit. The lump sum benefit will first be applied to reduce any overpayment made on your claim.

**ELIGIBLE SURVIVOR** means your spouse, if living, otherwise your children under age 25.

If payment becomes due to your children, payment will be made to:

1. the children; or

2. a person named by us to receive payments on the children's behalf. This payment will be valid and effective against all claims by others representing or claiming to represent the children.

**GROSS MONTHLY BENEFIT** means your benefit amount before any reduction for other income benefits and earnings.

If there are no eligible survivors, the Three Month Survivor Benefit payment will not be paid.
MENTAL ILLNESS LIMITATION

ARE BENEFITS LIMITED FOR MENTAL ILLNESS?

Benefits for disability due to mental illness will not exceed 36 months of monthly benefit payments unless you meet one of these situations:

1. You are in a hospital or institution at the end of the 36 month period. We will pay the monthly benefit during the confinement.
   
   If you are still disabled when discharged, we will pay the monthly benefit for a recovery period of up to 90 days.
   
   If you become reconfined during the recovery period for at least 14 days in a row, we will pay benefits for the confinement and another recovery period up to 90 more days.

2. You continue to be disabled and become confined:
   
   a. after the 36 month period; and
   b. for at least 14 days in a row.

   We will pay the monthly benefit during the confinement.

   We will not pay the monthly benefit beyond the maximum benefit period.

**HOSPITAL or INSTITUTION** means a facility licensed to provide care and treatment for the condition causing your disability.

**MENTAL ILLNESS** means a disability due to or resulting from psychiatric or psychological conditions, regardless of cause, such as:

1. schizophrenia;
2. depression;
3. manic depressive or bipolar illness;
4. anxiety;
5. personality disorders;
6. adjustment disorders;

or other conditions usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar modalities used in the treatment of the above conditions.

This limitation does not apply to dementia, if due to:

1. stroke;
2. trauma;
3. viral infection;
4. Alzheimer's disease;

or other conditions not listed above which are not usually treated by a mental health provider using psychotherapy, psychotropic drugs or other similar modalities.
MINIMUM INDEMNITY FOR ACCIDENTAL DISMEMBERMENT AND LOSS OF SIGHT

WHAT BENEFITS ARE PAYABLE FOR ACCIDENTAL DISMEMBERMENT AND LOSS OF SIGHT?

Schedule

<table>
<thead>
<tr>
<th>For loss of</th>
<th>Number of Monthly Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sight of Both Eyes</td>
<td>24</td>
</tr>
<tr>
<td>Both Hands</td>
<td>24</td>
</tr>
<tr>
<td>Both Feet</td>
<td>24</td>
</tr>
<tr>
<td>One Hand and One Foot</td>
<td>24</td>
</tr>
<tr>
<td>One Hand and Sight of One Eye</td>
<td>24</td>
</tr>
<tr>
<td>One Foot and Sight of One Eye</td>
<td>24</td>
</tr>
<tr>
<td>One Hand or One Foot</td>
<td>12</td>
</tr>
<tr>
<td>Sight of One Eye</td>
<td>12</td>
</tr>
<tr>
<td>Thumb and Index Finger of Either Hand</td>
<td>12</td>
</tr>
</tbody>
</table>

If injury results in any of the above losses within 180 days after the date of the accident, we will pay you the monthly benefit for the number of monthly payments shown in the above schedule. If you die before all of these payments have been made, the balance remaining at the time of death will be paid to your estate.

The maximum number of monthly payments payable to you for all losses suffered in any one accident shall be limited to that one loss for which the greatest number of monthly payments is provided in the above schedule.

Loss of hands and feet means loss by severance at or above the wrist or ankle joint, loss of sight means total and irrecoverable loss of sight. Loss of thumb and index finger means actual severance at or above the knuckles joining each to the hand.

You do not have to satisfy an elimination period to receive benefits under this provision.
SECTION IV - BENEFITS
(Continued)

PROGRESSIVE PARTIAL DISABILITY BENEFIT

The Company will pay a Progressive Partial Disability Benefit for a disability which is caused by an injury or sickness once you have met your Elimination Period. The Elimination Period can be a combination of total and partial disability, or all total, or all partial disability. You do not have to be totally disabled prior to receiving a Progressive Partial Disability Benefit.

To receive a Progressive Partial Disability Benefit, you must meet your elimination period and you are either:

1. able to perform one or more, but not all, of the material and substantial duties of your own or any other occupation on a full-time or a part-time basis; or
2. able to perform all of the material and substantial duties of your own or any other occupation on a part-time basis.

To qualify for a Progressive Partial Disability Benefit you must be earning less than 80% of your pre-disability earnings at the time partial disability employment begins.

PROGRESSIVE PARTIAL DISABILITY MONTHLY BENEFIT

To figure the amount of monthly benefit:

1. Multiply your pre-disability earnings by the benefit percentage shown in the plan outline.
2. **First 12 months** - Take the lesser of:
   a. the amount determined in step (1) above; or
   b. 100% of your pre-disability earnings less other income benefits; or
   c. the maximum monthly benefit shown in the plan outline.
3. **After 12 months** - Take the lesser of:
   a. the amount determined in step (1) above, less 50% of any earnings from partial disability employment; or
   b. the maximum monthly benefit shown in the plan outline.

The Progressive Partial Disability Benefit will never be less than the minimum monthly benefit shown in the plan outline.

REASONABLE ACCOMMODATION EXPENSE BENEFIT

If you are disabled but able to return to work in any occupation for any employer (not including self employment) as a result of a reasonable accommodation made by such employer, the Company will pay a Reasonable Accommodation Expense Benefit to that employer. The benefit paid will be the total expenses incurred for the accommodation or $500, whichever is less.

The Reasonable Accommodation Expense Benefit is payable only if the accommodation is approved by the Company in writing prior to its implementation.
COST OF LIVING ADJUSTMENT BENEFIT

The Company will pay you a Cost of Living Adjustment Benefit if you have met your elimination period and continue to be totally disabled from an injury or sickness for five complete calendar years (January 1 through December 31).

ELIGIBILITY

You will be eligible for a Cost of Living Adjustment Benefit if you:

1. have been totally disabled for five calendar years following your elimination period; and
2. are receiving total disability benefits* on April 1st.

You will continue to be eligible for additional Cost of Living Adjustment Benefits on each subsequent April 1st if you are continuously receiving total disability benefits* under this plan.

*Except for the Minimum Monthly Benefit, which is not subject to the Cost of Living adjustment Benefit.

MONTHLY BENEFIT

To figure the amount of the Cost of Living Adjustment Benefit:

1. multiply your net monthly total disability benefit by 2%; and
2. add the amount determined above to your net monthly total disability benefit.

Cost of Living Adjustment Benefits are not subject to the maximum monthly benefit.

The Cost of Living Adjustment Benefit will cease to be payable on the earliest of:

1. the date you cease to be totally disabled; or
2. the date you die; or
3. the end of the maximum benefit period.

NET MONTHLY BENEFIT

The net monthly benefit means the amount determined by reducing your monthly benefit by other income benefits. For the purpose of calculating adjustments, the net monthly benefit will include any prior years' Cost of Living Adjustment.
GENERAL EXCLUSIONS

WHAT DISABILITIES ARE NOT COVERED?

We will not cover any disability due to:

1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries;
3. active participation in a riot;
4. your committing of or attempting to commit a felonious act.

PARTICIPATION shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the person of the insured, if such actions of defense are not taken against persons seeking to maintain or restore law and order including but not limited to police officers and firemen.

RIOT shall include all forms of public violence, disorder, or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or consequence of such disorder.
SECTION IV - BENEFITS

(Continued)

CONTINUITY OF COVERAGE UPON TRANSFER OF INSURANCE CARRIERS

In order to prevent loss of coverage because of a transfer of insurance carriers, we provide the following continuity of coverage protection.

ARE YOU COVERED IF YOU ARE NOT IN ACTIVE EMPLOYMENT DUE TO INJURY OR SICKNESS WHEN THERE HAS BEEN A TRANSFER OF INSURANCE CARRIERS?

We will cover you, subject to premium payments, if you:

1. were insured with the prior carrier at the time of transfer; and
2. are not in active employment due to injury or sickness.

The benefit payable will be that which would have been paid by the prior carrier had coverage remained in force, less any benefit for which the prior carrier is liable.

DISABILITY DUE TO A CONCURRENT CONDITION

Benefits may be payable for a concurrent disability.

CONCURRENT DISABILITY means a disability which:

1. begins after the Effective Date of this Group Certificate;
2. occurs at the same time as a disability:
   a. for which a monthly benefit is payable under your prior carrier's plan; and
   b. as a result of which, you were unable to satisfy the Active Employment requirement under this group certificate;
3. is due to a sickness or injury unrelated to any other disability for which benefits are payable.

The level of benefits paid will be the lesser of the following:

1. the benefit payable under this group certificate, reduced by any benefit payable under the prior plan; or
2. the benefit that would have been paid under the prior plan if the prior plan had remained in effect, less any benefit payable under the prior plan.
WHEN DOES YOUR INSURANCE TERMINATE?

You will cease to be insured at 12:00 midnight on the earliest of the following dates:

1. the date the plan terminates but without prejudice to any claim originating prior to the time of termination;
2. the date you are no longer in an eligible class;
3. the date your class is no longer included for insurance;
4. the last day for which you made any required employee contribution;
5. the date employment terminates. Cessation of active employment will be deemed termination of employment, except:
   a. your insurance will be continued if you are absent due to disability during:
      i. the elimination period; and
      ii. the period during which premium is being waived.
   b. your employer may choose to continue your insurance by paying the required premium, subject to the following:
      i. insurance may be continued during a family or medical leave of absence, but not beyond the end of the approved leave of absence period;
      ii. insurance may continue if you are temporarily laid off or given any other leave of absence, but not beyond the end of the month following the month the layoff or leave of absence begins.
      iii. insurance may be continued if you are scheduled to be away from work for 30 days or more as part of the terms of your employment.
      iv. the employer must act so as not to discriminate unfairly among employees in similar situations.
6. the last day of the month in which you cease active work due to a labor dispute, including any strike, work slowdown or lockout.

The insurer reserves the right to review and terminate all classes insured under this plan if any class(es) cease(s) to be covered.
SECTION VI - GENERAL INFORMATION

NOTICE AND PROOF OF CLAIM

WHEN MUST WE BE NOTIFIED OF A CLAIM?

You must give us written notice of claim within 120 days of the date disability starts. If that is not possible, you must notify us as soon as you can.

When we receive your written notice of claim, we will send you our claim forms. If you do not receive the forms within 15 days after you sent the notice, you can send written proof of claim without waiting for the form.

WHEN DOES PROOF OF CLAIM HAVE TO BE GIVEN?

You must give us proof of claim no later than 90 days after the end of the elimination period.

Failure to furnish such proof within such time shall not invalidate nor reduce your claim if it was not reasonably possible to furnish such proof within such time. Such proof must be furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

You must give us proof of continued disability and regular attendance of a physician within 30 days of the date we request the proof.

The proof must cover:

1. the date disability started;
2. the cause of disability; and
3. the degree of disability.

WHAT ARE OUR EXAMINATION RIGHTS?

We, at our expense, have the right and opportunity to have you examined by a physician or vocational expert of our choice to determine the extent of any sickness or injury for which you have made a claim. This right may be used as often as reasonably required.

CAN LEGAL PROCEEDINGS BE STARTED AT ANY TIME?

No, you or your authorized representative cannot start any legal action:

1. until 60 days after proof of claim has been given; or
2. more than 3 years after the time proof of claim is required.

HOW ARE CHANGES MADE TO THE POLICY?

The Policy may be changed in whole or in part. Only an officer or a registrar of the Company may approve a change. The approval must be in writing and endorsed on or attached to the policy.
WHEN ARE CLAIMS PAID?

When we receive satisfactory proof of claim, benefits payable under the plan will be monthly during any period for which we are liable. Any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

WHO ARE CLAIMS PAID TO?

All benefits are payable to you. But if a benefit is payable to your estate, or if you are a minor, or you are not competent, we have the right to pay up to $1,000 to any of your relatives whom we consider entitled to the benefit. If we pay benefits in good faith to a relative, we will not have to pay such benefits again.

Your monthly benefits for this plan will be paid on a prorata basis. The rate will be 1/30 per day for any period of disability that does not extend through a full month.

WHAT HAPPENS IF YOUR CLAIM IS OVERPAID?

If LTD benefits have been overpaid on your claim, you will be required to reimburse Regence Life and Health Insurance Company within 60 days, or Regence Life and Health Insurance Company has the right to reduce future benefits until reimbursement is made. Regence Life and Health Insurance Company also has the right to recover such overpayments from your estate.

DOES THIS COVERAGE AFFECT WORKERS' OR WORKMEN'S COMPENSATION?

This plan is not in lieu of, and does not affect, any requirement for coverage by Workers' or Workmen's Compensation insurance.

HOW CAN STATEMENTS MADE IN ANY APPLICATION FOR THIS INSURANCE BE USED?

In the absence of fraud, all statements you made when applying for this insurance and providing evidence of insurability are considered representations and not warranties (absolute guarantees). No statements by you will be used to reduce or deny a claim unless a copy of your signed statement has been given to you.

WHAT HAPPENS IF YOUR AGE IS MISSTATED?

If your age has been misstated, an equitable adjustment will be made in the premium. If the amount of your benefit is dependent upon your age, as shown in the Benefit Duration Schedule, the amount of your benefit will be the amount you would have been entitled to if your correct age were known.

NOTE: A refund of premium will not be made for a period more than twelve months before the date the Company is advised of the error.

WHAT AUTHORITY DOES THE COMPANY HAVE IN MAKING A BENEFITS DETERMINATION?

In making any benefits determination under the Policy, the Company shall have the discretionary authority both to determine your eligibility for benefits and to construe the terms of the Policy.
CERTIFICATE AMENDMENT

FOR

EMPLOYER: EUGENE SCHOOL DISTRICT NO. 4J
GROUP POLICY NUMBER: OR 035946
EFFECTIVE DATE: JANUARY 1, 2008

DEFINITIONS CHANGE - DOMESTIC PARTNER COVERAGE:

The Definition for "Eligible Survivor" in the section of the Certificate titled Section IV - Benefits, Three Month Survivor Benefit, shall mean and include Domestic Partners and children of Domestic Partners. The following conditions apply:

Eligibility for Domestic Partners: Eligible Domestic Partners shall mean and include:

- Partners of the opposite sex.
- Partners of the same sex.

The domestic partner of an insured employee is eligible for coverage if the domestic partnership meets all of the following criteria:

1. Both partners are 18 years of age or older.
2. The partners share a close personal relationship and are responsible for each other’s common welfare.
3. Neither partner can be legally married to anyone else or have had another qualifying domestic partnership within the last 30 days immediately prior to enrollment in this plan.
4. The partners share the same permanent residence with the intent to continue doing so indefinitely.
5. The partners share joint financial responsibility for basic living expenses including food, shelter, and medical expenses.
6. The partners are not related by blood closer than would bar marriage in the state they reside in.

Eligibility for Children of Domestic Partners: The children of covered partners are eligible under the same terms and conditions as children of enrolled employees. However, they must be under the age shown in the Three Month Survivor Benefit section of the Policy.

Enrollment Guidelines: An "Affidavit of Domestic Partnership" form must be completed within 31 days of becoming a qualifying Domestic Partnership.

Domestic Partnership Coverage is terminated when there is a change in one or more of the qualifying conditions as noted in the "Eligibility for Domestic Partners" section above. A "Statement of Termination of Domestic Partnership" form must be submitted to the plan administrator within 31 days of the date of the change.
Coverage for Children of Domestic Partners will terminate when:

1. The domestic partnership is terminated as noted above.
2. There is a change in one or more of the qualifying conditions as noted in the "Eligibility for Domestic Partners" section.
3. A child ceases to be an eligible dependent.

ALL OTHER TERMS AND CONDITIONS OF THIS CERTIFICATE REMAIN UNCHANGED

REGENECE LIFE AND HEALTH INSURANCE COMPANY

Secretary                                                                 President

Page 2
This Endorsement is effective April 1, 2008.

STATE CERTIFIED DOMESTIC PARTNER ENDORSEMENT

The Policy or Certificate to which this endorsement is attached is amended as follows:

Definition Change. The Definition of “Spouse” shall include state certified domestic partners.

Eligibility for Children of State Certified Domestic Partners. If your Policy provides coverage for Dependents, the children of state certified domestic partners shall be eligible for coverage under the same terms and conditions as children of a Spouse.

Termination of Domestic Partnership. In the event the domestic partnership terminates, the same termination rules that apply for divorce shall apply for termination of the domestic partnership.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

REGENE LIFE AND HEALTH INSURANCE COMPANY

Secretary

President

RLH OR GRP SCDP 02/08