

SERFF Tracking Number: AMFA-126733947 State: Arkansas  
Filing Company: Ameritas Life Insurance Corp. State Tracking Number: 46436  
Company Tracking Number: OREGON RETIRED EDUCATORS ASSOCIATION  
TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision  
Product Name: Oregon Retired Educators Association  
Project Name/Number: Oregon Retired Educators Association/Oregon Retired Educators Association

## Filing at a Glance

Company: Ameritas Life Insurance Corp.

Product Name: Oregon Retired Educators Association SERFF Tr Num: AMFA-126733947 State: Arkansas

TOI: H20G Group Health - Vision SERFF Status: Closed-Approved- Closed State Tr Num: 46436

Sub-TOI: H20G.000 Health - Vision Co Tr Num: OREGON RETIRED EDUCATORS ASSOCIATION State Status: Approved-Closed

Filing Type: Form

Author: Janis Landon Reviewer(s): Rosalind Minor  
Date Submitted: 08/09/2010 Disposition Date: 08/13/2010  
Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Oregon Retired Educators Association

Status of Filing in Domicile: Pending

Project Number: Oregon Retired Educators Association

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Large

Overall Rate Impact:

Group Market Type: Association

Filing Status Changed: 08/13/2010

Explanation for Other Group Market Type:

State Status Changed: 08/13/2010

Deemer Date:

Created By: Janis Landon

Submitted By: Janis Landon

Corresponding Filing Tracking Number:

Filing Description:

RE: Request for Review - Eligibility of a Group under §23-86-106(2)(A)  
Oregon Retired Educators Association

Dear Sir/Madam:

Enclosed for your review and approval is the above captioned out-of-state group. Ameritas Life Insurance Corp. ("Ameritas") is an Arkansas licensed insurer and has recently issued a group policy providing eye care benefits to the

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members of the Oregon Retired Educators Association (OREA).

Ameritas has requested and reviewed the By-Laws of the Association. A copy has been attached for your review. In addition, Ameritas also reviewed the statutory provisions of Arkansas Code to ensure that this potential group constituted an eligible group under §23-86-106.

Specifically, under Arkansas §23-86-106(2)(A), an eligible group is defined as an association, including a labor union, which shall have a constitution or by-laws and the Insurance Commissioner finds, regardless of where the association is domiciled or does business, which has been organized and is maintained in good faith for purposes other than that of obtaining insurance or insuring members, employees, or employees of members of the association for the benefit of persons other than the association or its officers or trustees.

Therefore, Ameritas is requesting the Department's review and approval of this group as an eligible group under §23-86-106(2)(A) of Arkansas Code. The by-laws confirm that the association meets all of the above requirements and Ameritas is confident that the Commissioner will find that the issuance of the policy is not contrary to the best interest of the public and the issuance of the policy would meet result in economies of acquisition or administration. Ameritas represents that the benefits of the policy are reasonable in relation to the premium charged.

Ameritas has already filed the group policy with Iowa and a copy is attached for your reference. Following approval by your Department, Ameritas will issue a certificate form to any Arkansas members of this group under certificate form 9021 Rev. 03-08. The content of this certificate form was previously approved by the Department on February 25, 2008 for true employer groups.

The current address for this out-of-state group is:  
Oregon Retired Educators Association  
61921 West Road  
LaGrande, OR 97850

More detailed information on membership has been provided.

This form is in final print. When scored with the policy, this form achieves a 50 on the Flesch Readability Scale.

Thank you for your review of this filing. If you need anything additional, please feel free to contact me at 800-745-1112, ext. 82444, FAX 402-309-2573 or email [jlandon@ameritas.com](mailto:jlandon@ameritas.com).

Sincerely,

Janis Landon

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 Senior Contract Analyst

## Company and Contact

### Filing Contact Information

Janis Landon, Senior Contract Analyst      jlandon@ameritas.com  
 475 Fallbrook Blvd.      800-745-1112 [Phone] 82444 [Ext]  
 Lincoln, NE 68521      402-309-2573 [FAX]

### Filing Company Information

Ameritas Life Insurance Corp.      CoCode: 61301      State of Domicile: Nebraska  
 5900 O Street      Group Code: 943      Company Type:  
 P O Box 81889      Group Name:      State ID Number:  
 Lincoln, NE 68501-1889      FEIN Number: 47-0098400  
 (800) 756-1112 ext. [Phone]

## Filing Fees

Fee Required?      Yes  
 Fee Amount:      \$50.00  
 Retaliatory?      No  
 Fee Explanation:  
 Per Company:      No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Ameritas Life Insurance Corp.	\$50.00	08/09/2010	38613677

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	08/13/2010	08/13/2010

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## **Disposition**

Disposition Date: 08/13/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification	Approved-Closed	Yes
<b>Supporting Document</b>	Application	Approved-Closed	Yes
<b>Supporting Document</b>	Group Master Policy	Approved-Closed	Yes
<b>Supporting Document</b>	Bylaws	Approved-Closed	Yes
<b>Supporting Document</b>	Association Information	Approved-Closed	Yes
<b>Supporting Document</b>	Financial Statement	Approved-Closed	Yes

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## Supporting Document Schedules

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Flesch Certification	Approved-Closed	08/13/2010
<b>Comments:</b>			
<b>Attachment:</b>			
	AR Readability .pdf		

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Application	Approved-Closed	08/13/2010
<b>Comments:</b>			
<b>Attachment:</b>			
	OREA Signed Application.pdf		

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Group Master Policy	Approved-Closed	08/13/2010
<b>Comments:</b>	This certificate will be used with situs state approved Group Master Policy number 9000 OR Rev. 06-09.		
<b>Attachment:</b>			
	350664 Oregon Policy.pdf		

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Bylaws	Approved-Closed	08/13/2010
<b>Comments:</b>			
<b>Attachment:</b>			
	By-Laws.pdf		

**Item Status:** **Status**

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**Satisfied - Item:** Association Information Approved-Closed **Date:** 08/13/2010

**Comments:**

**Attachments:**

President message.pdf  
Membership.pdf  
Membership Announcements.pdf  
OREA Bd and Assn Info.pdf

**Item Status:** Approved-Closed **Status:** Approved-Closed  
**Date:** 08/13/2010

**Satisfied - Item:** Financial Statement

**Comments:**

**Attachment:**

990 Form.pdf

**STATE OF ARKANSAS**  
**CERTIFICATE OF READABILITY**

INSURER:

This is to certify that the attached form(s) has achieved a Flesch Reading Ease Score of:

FORM NO:

FLESCH SCORE:

FORM NAME:

<u>FORM NO:</u>	<u>FLESCH SCORE:</u>	<u>FORM NAME:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

complies with the requirements of Ark. Stat. Ann. Sections 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

SIGNATURE: \_\_\_\_\_

TYPED NAME:

TITLE:

DATE: \_\_\_\_\_

# APPLICATION FOR GROUP INSURANCE

(See reverse side for additional information)

1. Applicant's Legal Name Oregon Retired Educators Association  
 2. Doing Business As OREA

3. P.O. BOX / ZIP CODE  
61921 West Road  
 STREET ADDRESS  
La Grande, OR 97850  
 CITY / STATE / ZIP  
541-963-2930  
 PHONE NO. FAX NO.  
gmslr@eoni.com 93-6031396  
 E-MAIL ADDRESS TAX I.D. NO.

4. What is the nature of your business or industry?  
Retired educator association

5. Are any classes or locations excluded?  Yes  No  
 (If yes, please use reverse side for explanation.)

6. Are any subsidiary and/or affiliated companies to be insured?  Yes  No  
 (If yes, please use reverse side to list name and location.)

7. How many hours per week equals full time employment? ✓

8. Employee Participation  
 Employer contributes 0 % of employee premium.  
 Tied-to-Medical (All employees covered on employer's medical plan must be insured, except those listed under excluded classes or locations.)  
 Non-Contributory (Policyholder contributes 100% of premiums. All employees must be insured, except those listed under excluded classes or locations.)  
 Non-Contributory, except covered elsewhere (If policyholder contributes 100% of premiums, all employees must be insured, except those listed under excluded classes or locations and those covered elsewhere.)  
 Contributory (Policyholder is required to contribute to the employee premium and must contribute at least 25% of the total employee and dependent premium.)  
 Voluntary (Policyholder does not contribute towards premium, 100% contribution by employee.)

9. Dependent Participation  
 Employer contributes 0 % of dependent premium.  
 Tied-to-Medical (All eligible dependents covered on employer's medical plan must be insured, except those listed under excluded classes or locations.)  
 Non-Contributory (Policyholder contributes 100% of premiums. All eligible dependents must be insured, except those listed under excluded classes or locations.)  
 Non-Contributory, except covered elsewhere (If policyholder contributes 100% of premiums, all eligible dependents must be insured, except those listed under excluded classes or locations and those covered elsewhere.)  
 Contributory (Policyholder is required to contribute to the employee premium and must contribute at least 25% of the total employee and dependent premium.)  
 Voluntary (Policyholder does not contribute towards premium, 100% contribution by employee.)

10. Section 125 Plan:  
 Election Period: -  
 Plan Year:

11. Waiting Period  
 - for those employed on or before the policy effective date.  
 - for those employed after the new policy effective date.  
 month(s)  calendar days  working days

12. Effective Date and Termination Date  
 Immediate  
 First of Month Effective date/End of Month Termination date  
 Other

13. Premium Payment Mode (In advance):  
 Monthly  Quarterly  Semi-Annual  Annual  
 Payroll Deduction (Coverage must be 100% employee paid for employee and dependent premium to choose this option.)  
 If policy effective date is other than first of the month, is a first of the month premium due date desired?  Yes  No

Billing Options  
 Home Office  Third-Party Administration  
John Eagle, AMBA  
 CONTACT NAME  
VP of administration  
 TITLE  
6034 W. Courtyard Dr., Suite 300  
 STREET ADDRESS  
Austin, TX 78750  
 CITY / STATE / ZIP  
512-610-6330 512-241-0035  
 PHONE NO. FAX NO.  
john.eagle@ambainfo  
 E-MAIL ADDRESS

14. The following coverages are applied for:  
 Employee & Dependents Benefits:  
 Dental  Orthodontia  Eye Care  Other  
 Employee Only Benefits:  
 Dental  Orthodontia  Eye Care  Other  
 This insurance shall be effective on: 8/1/2010  
 (Premiums due prior to the coverage period.)

15. Insurance requested on this application will replace the coverage(s) checked.  
 Coverages:  Dental  Ortho  Eye Care  Other  
VSP  
 NAME OF CURRENT CARRIER  
12254905  
 POLICY NO.  
 Coverage applied for is replacing comparable coverage now or previously in force with another carrier.  
 It is intended that the insurance coverage applied for be in addition to, supplemented by, or supplemental to any similar coverage now in force, or to be in force, with this or any other carrier.  
7/31/2010 2/1/2006  
 TERMINATION DATE ORIGINAL EFFECTIVE DATE

**Item 5: Exclusions:**

a. Classes, include reason for exclusion.

\_\_\_\_\_

b. Locations, if location is different from applicant's, list city and state.

\_\_\_\_\_

**Item 6: Subsidiary and/or affiliated companies to be insured:**

List names and locations:

\_\_\_\_\_

Plan Design and Proposed Rates: 1150, 2073, 2628  
\$15 / \$25

12/2/14

**Additional Remarks:**

\_\_\_\_\_

**Agreements**

This application will be subject to review and approval by the Home Office of Ameritas Life Insurance Corp. If this application is accepted, the final rates and benefits will be based on verification of this information and final enrollment numbers. This applicant represents that he/she has read the statements and answers to the above questions and that they are complete and true to the best of his/her knowledge and belief. Any policy including riders issued as a result of this application will, with this application, be the entire insurance contract. If this application is accepted at the Home Office of Ameritas Life Insurance Corp., group insurance at the Company's rates and under the terms applied for shall take effect as of the date set forth in the policy. If this application is not accepted, any premium advanced shall be refunded.

**Statements**

In several states, we are required to advise you of the following: Any person who knowingly and with intent to defraud provides false, incomplete, or misleading information in an application for insurance, or who knowingly presents a false or fraudulent claim for payment of a loss or benefit, is guilty of a crime and may be subject to fines and criminal penalties, including imprisonment. In addition, insurance benefits may be denied if false information provided by an applicant is materially related to a claim. (See state-specific statements.) • **Note for California Residents:** California law prohibits an HIV test from being required or used by health insurance companies as a condition of obtaining health insurance coverage. • **Note for Colorado Residents:** It is unlawful to knowingly provide false, incomplete, or misleading facts for information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies. • **Note for Florida Residents:** Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. • **Note for New Jersey Residents:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. • **Note for Kansas, Nebraska, Oregon and Virginia Residents:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law. • **Note for Pennsylvania Residents:** Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

If you do not want your company name used by Ameritas Life Insurance Corp. in our effort to recruit PPO providers, check this box.

Signed at: City: La Grande State: OR Date: 6-22-10

Soliciting Agent: Printed name: Jessie Morgan Signature: \_\_\_\_\_

For FL agents only, provide FL license #: \_\_\_\_\_

Signed by (Policyholder Representative): Printed name and title: Glenna Samp, President

Signature: Glenna Samp, President

Was a binder check received?  YES  NO If yes, then amount \$ \_\_\_\_\_

Check received by: (agent) \_\_\_\_\_ Authorized by: (policyholder) \_\_\_\_\_

ALL PREMIUM CHECKS MUST BE MADE PAYABLE TO AMERITAS LIFE INSURANCE CORP.

DO NOT MAKE CHECKS PAYABLE TO THE AGENT OR LEAVE PAYEE BLANK.



A STOCK COMPANY  
LINCOLN, NEBRASKA

**GROUP EYE CARE INSURANCE POLICY**

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<b>The Policyholder</b>	<b>OREGON RETIRED EDUCATORS ASSOCIATION</b>	<b>Policy Number</b>	<b>10-350664</b>
<b>State of Delivery</b>	<b>Oregon</b>	<b>Plan Effective Date</b>	<b>August 1, 2010</b>
<b>Premium Due Date 1st of each month.</b>		<b>Renewal Date</b>	<b>August 1, 2012</b>

Ameritas Life Insurance Corp. agrees to pay, with respect to each Insured Person, the group insurance benefits provided in this policy.

This policy is issued to the Policyholder in consideration of the Policyholder's application and the payment of premiums, as provided herein.

This policy is delivered in and governed by the laws of the state of delivery.

**AMERITAS LIFE INSURANCE CORP.**

Secretary

President

**Specimen**

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**SCHEDULE OF BENEFITS  
OUTLINE OF COVERAGE**

Read the Policy Carefully: This outline of coverage provides a very brief description of the important features of the policy. Please note that this outline is not intended to be a part of the insurance contract. Only the actual policy provisions are final and binding. The policy itself sets forth in detail your rights and obligations as well as those of the insurance company. **PLEASE READ THE POLICY CAREFULLY!**

**This outline of coverage does not include exclusions and limitations. For details on exclusions and limitations, or a complete list of covered procedures, please refer to the Policy to which this Outline of Coverage is attached and/or contact your benefits coordinator.**

Limited Benefit Health Coverage: Policies of this category are designed to provide limited or supplemental coverage to persons insured.

The Insurance for each Insured and each Insured Dependent will be based on the Insured's class shown in this Schedule of Benefits.

<u>Benefit Class</u>	<u>Class Description</u>
Class 3	As Defined By Association

**EYE CARE EXPENSE BENEFITS**

When you select a Participating Provider, a discounted fee schedule is used which is intended to provide you, the Insured, reduced out of pocket costs.

Deductible Amount:

Exams - Each Benefit Period	\$15
Frames and Lenses - Each Benefit Period	\$25

***Please refer to the EYE CARE EXPENSE BENEFITS page for details regarding frequency, limitations, and exclusions.***

Renewability and Continuation of Coverage

In the first 12 months, coverage under the attached policy is renewable monthly provided the premiums are paid on the Premium Due Date. After the first 12 months, we may cancel the policy at any time with 60 days written notice.

We may change the rates shown in the Table of Premium Rates by giving the Policyholder at least 30 days advance written notice. We may change the rates at any time the Schedule of Benefits, or any other terms and conditions of the policy, are changed. We will not change the rates until the Renewal Date shown on the policy cover or more than once in any 24 month period thereafter, unless there is a change in the Schedule of Benefits or a change in any other terms and conditions in the policy.

If You Are Considering Replacing Your Current Coverage: Before you replace your current policy with another, you should review both policies in order to determine whether replacement is in your best interests. The new coverage may be different in important respects. You should be aware of these differences, whether they are temporary or permanent. If you obtained your current policy from another agent or a representative of another company, ask that agent or representative any questions you may have about that policy.

Questions? If you have any questions that are not answered by this outline of coverage, be sure to ask your agent or insurer representative.

Read Your Coverage. If you purchase the offered coverage, read it carefully as soon as you receive it.

## PREMIUMS

### TABLE OF MONTHLY PREMIUM RATES

Eye Care Insurance	\$11.50 per Insured Person
	\$9.23 Spouse Only
	\$9.23 Child(ren) Only
	\$14.78 Spouse & Child(ren)

**PAYMENT OF PREMIUMS.** The first premium will be due on the Policy Effective Date to cover the period from that date to the first Premium Due Date. Other premiums will be due on or before each Premium Due Date. Premiums are payable at our Home Office or at some other location to which we and the Policyholder agree.

**PREMIUM DUE DATE.** The Premium Due Date will be the first day of the month that falls on or after the Policy Effective Date. If we agree with the Policyholder to the payment of premiums on a basis other than monthly, the Premium Due Date will be fixed to match the correct basis. If there is a change in the method of payment or Premium Due Date, a pro-rata charge in the premium due will be made.

**PREMIUM STATEMENTS.** The premium due as of any Premium Due Date is the number of units in force on such date for each type of insurance multiplied by the rate shown in the Table of Premium Rates. A premium statement will be made as of the Premium Due Date showing the premium payable. If premiums are payable on other than a monthly basis, each statement will show any pro-rata premium charges and credits in the last premium period due to changes in the number of Insureds and in the amount of insurance for which people are insured. This is subject to the rules below.

**SIMPLIFIED ACCOUNTING.** The premium will start on the Premium Due Date falling on or after the date the insurance or the increase in the insurance is effective for: a) a person becoming insured; or b) an increase in the amount of insurance on any person. The premium will stop on the Premium Due Date falling on or after the date of termination of insurance or through the date of service of the last paid claim. There will be no pro-rata charges or credits for a partial month. If premiums are payable other than monthly, charges and credits will be figured as though the Premium Due Date is monthly.

We will be liable for the return of unearned premiums to the Policyholder only for the 3 months before the date we receive evidence that a return is due.

**ADJUSTMENTS IN PREMIUM RATES.** We may change the rates shown in the Table of Premium Rates by giving the Policyholder at least 30 days advance written notice. We may change the rates at any time the Schedule of Benefits, or any other terms and conditions of the policy, are changed. We will not change the rates until the Renewal Date shown on the policy cover or more than once in any 12 month period thereafter, unless there is a change in the Schedule of Benefits or a change in any other terms and conditions in the policy.

Notwithstanding the above, the Company reserves the right to change any one or more of the rates prior to the Renewal Date or more than once in any 12 month period thereafter upon the occurrence of one or both of the following:

1. We determine that the average number of dependent children for each Insured with Dependent coverage exceeds 4.0; and/or

2. We determine that the number of Insureds is less than 80% of the number of Insureds covered under the Policy as of either (i) the Plan Effective Date, if during the period of time between the Plan Effective Date and the Renewal Date, or (ii) the most recent 12 month anniversary of the Renewal Date.

Should either or both of the above occur and should we elect to change rates as a result, we agree to notify the Policyholder of the corresponding rate changes at least 30 days in advance of the Premium Due Date for which the rate change shall be effective. The right to change rates as well as the timing of such changes in the above two limited situations shall at all times be subject to applicable state laws and regulations.

**RENEWAL DATE** refers to the date each calendar year that the coverage issued under the group policy is considered for renewal. The Renewal Date(s) are shown on the policy cover.

## DEFINITIONS

**COMPANY** refers to Ameritas Life Insurance Corp. The words "we", "us" and "our" refer to Company. Our Home Office address is 5900 "O" Street, Lincoln, Nebraska 68510.

**POLICYHOLDER** refers to the Policyholder stated on the face page of the policy.

**INSURED** refers to a person:

- a. who is a Member of the eligible class; and
- b. who has qualified for insurance by completing the eligibility period, if any; and
- c. for whom the insurance has become effective.

**DOMESTIC PARTNER.** Refers to two unrelated individuals who share the necessities of life, live together, and have an emotional and financial commitment to one another, similar to that of a spouse.

**CHILD.** Child refers to the child of the Insured, a child of the Insured's spouse or a child of the Insured's Domestic Partner, if they otherwise meet the definition of Dependent.

**DEPENDENT** refers to:

- a. an Insured's spouse or Domestic Partner.
- b. each unmarried child less than 19 years of age, for whom the Insured, the Insured's spouse or the Insured's Domestic Partner, is legally responsible, including:
  - i. natural born children;
  - ii. adopted children, eligible from the date of placement for adoption;
  - iii. children covered under a Qualified Medical Child Support Order as defined by applicable Federal and State laws.
- c. each unmarried child age 19 but less than 24 who is:
  - i. a full time student at an accredited school or college, which includes a vocational, technical, vocational-technical, trade school or institute; and
  - ii. primarily dependent on the Insured, the Insured's spouse or the Insured's Domestic Partner for support and maintenance.
- d. each unmarried child age 19 or older who:
  - i. is Totally Disabled as defined below; and
  - ii. becomes Totally Disabled while insured as a dependent under b. or c. above.

Coverage of such child will not cease if proof of dependency and disability is given within 31 days of attaining the limiting age and subsequently as may be required by us but not more frequently than annually after the initial two-year period following the child's attaining the limiting age. Any costs for providing continuing proof will be at our expense.

**TOTAL DISABILITY** describes the Insured's Dependent as:

1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
2. Chiefly dependent upon the Insured for support and maintenance.

**DEPENDENT UNIT** refers to all of the people who are insured as the dependents of any one Insured.

**PROVIDER** refers to any person who is licensed by the law of the state in which treatment is provided within the scope of the license.

**DENTURIST** means a person licensed under Oregon statutes to engage in the practice of denture technology.

**PLAN EFFECTIVE DATE** refers to the date coverage under the policy becomes effective. The Plan Effective Date for the Policyholder is shown on the policy cover. The effective date of coverage for an Insured is shown in the Policyholder's records.

All insurance will begin at 12:01 A.M. on the Effective Date. It will end after 11:59 P.M. on the Termination Date. All times are stated as Standard Time of the residence of the Insured.

**PLAN CHANGE EFFECTIVE DATE** refers to the date that the policy provisions originally issued to the Policyholder change as requested by the Policyholder. The Plan Change Effective date for the Policyholder will be shown on the policy cover, if the Policyholder has requested a change. The plan change effective date for an Insured is shown in the Policyholder's records or on the cover of the certificate.

## CONDITIONS FOR INSURANCE COVERAGE

### *ELIGIBILITY*

**ELIGIBLE CLASS FOR MEMBERS.** The members of the eligible class(es) are shown on the Schedule of Benefits. Each member of the eligible class (referred to as "Member") will qualify for such insurance on the day he or she completes the required eligibility period, if any. Members choosing to elect coverage will hereinafter be referred to as "Insured."

If employment is the basis for membership, a member of the Eligible Class for Insurance is any as defined by association working a minimum number of hours per week as required by the Policyholder. If membership is by reason other than employment, then a member of the Eligible Class for Insurance is as defined by the Policyholder.

If a husband and wife are both Members and if either of them insures their dependent children, then the husband or wife, whoever elects, will be considered the dependent of the other. As a dependent, the person will not be considered a Member of the Eligible Class, but will be eligible for insurance as a dependent.

**ELIGIBLE CLASS FOR DEPENDENT INSURANCE.** Each Member of the eligible class(es) for dependent coverage is eligible for the Dependent Insurance under the policy and will qualify for this Dependent Insurance on the latest of:

1. the day he or she qualifies for coverage as a Member;
2. the day he or she first becomes a Member; or
3. the day he or she first has a dependent.

**COVERAGE FOR NEWBORN AND ADOPTED CHILDREN.** A newborn child will be covered from the date of birth. An adopted child, foster child and other child in court-ordered custody will be covered from the date of placement in the Insured's residence.

Coverage for a newborn child shall consist of coverage for covered dental expenses, subject to applicable deductibles, coinsurance percentages, maximums and limitations, resulting from care or treatment of congenital defects, birth abnormalities, including cleft lip and cleft palate and premature birth.

The Insured may give us written notice within 31 days of the date of birth or placement of a dependent child to start coverage. If timely notice is given, we will not charge an additional premium for the 31-day notice period. If timely notice is not given, we will charge the applicable additional premium from the date of birth or placement for an adopted child. We will not deny coverage for a child due to the failure of the Insured to notify us within 31 days of the child's birth or placement.

A Member must be an Insured to also insure his or her dependents.

If employment is the basis for membership, a member of the Eligible Class for Dependent Insurance is any as defined by association working a minimum number of hours per week as required by the Policyholder and has eligible dependents. If membership is by reason other than employment, then a member of the Eligible Class for Insurance is as defined by the Policyholder.

Any husband or wife who elects to be a dependent rather than a member of the Eligible Class for Personal Insurance, as explained above, is not a member of the Eligible Class for Dependent Insurance.

When a member of the Eligible Class for Dependent Insurance dies and, if at the date of death, has dependents insured, the Policyholder has the option of offering the dependents of the deceased employee continued coverage.

If elected by the Policyholder and the affected dependents, the name of such deceased member will continue to be listed as a member of the Eligible Class for Dependent Insurance.

**CONTRIBUTION REQUIREMENTS.** Member Insurance: An Insured is required to contribute to the payment of his or her insurance premiums.

Dependent Insurance: An Insured is required to contribute to the payment of insurance premiums for his or her dependents.

**ELIGIBILITY PERIOD.** For Members on the Plan Effective Date of the policy, coverage is effective immediately.

For persons who become Members after the Plan Effective Date of the policy, qualification will occur after an eligibility period defined by the Policyholder is satisfied. The same eligibility period will be applied to all members.

If employment is the basis for membership in the Eligible Class for Members, an Insured whose eligibility terminates and is established again, may or may not have to complete a new eligibility period before he or she can again qualify for insurance.

**EFFECTIVE DATE.** Each Member has the option of being insured and insuring his or her Dependents. To elect coverage, he or she must agree in writing to contribute to the payment of the insurance premiums. The Effective Date for each Member and his or her Dependents, will be:

1. the date on which the Member qualifies for insurance, if the Member agrees to contribute on or before that date.
2. the date on which the Member agrees to contribute, if that date is within 31 days after the date he or she qualifies for insurance.

**EXCEPTIONS.** If employment is the basis for membership, a Member must be in active service on the date the insurance, or any increase in insurance, is to take effect. If not, the insurance will not take effect until the day he or she returns to active service. Active service refers to the performance in the customary manner by an employee of all the regular duties of his or her employment with his or her employer on a full time basis at one of the employer's business establishments or at some location to which the employer's business requires the employee to travel.

A Member will be in active service on any regular non-working day if he or she is not totally disabled on that day and if he or she was in active service on the regular working day before that day.

If membership is by reason other than employment, a Member must not be totally disabled on the date the insurance, or any increase in insurance, is to take effect. The insurance will not take effect until the day after he or she ceases to be totally disabled.

## **TERMINATION DATES**

**INSUREDS.** The insurance for any Insured, will automatically terminate on the end of the month falling on or next following the **earliest of:**

1. the date the Insured ceases to be a Member;
2. the last day of the period for which the Insured has contributed, if required, to the payment of insurance premiums; or
3. the date the policy is terminated.

**DEPENDENTS.** The insurance for all of an Insured's dependents will automatically terminate on the end of the month falling on or next following the **earliest of:**

1. the date on which the Insured's coverage terminates;
2. the date on which the Insured ceases to be a Member;
3. the last day of the period for which the Insured has contributed, if required, to the payment of insurance premiums; or
4. the date all Dependent Insurance under the policy is terminated.

The insurance for any Dependent will automatically terminate on the end of the month falling on or next following the day before the date on which the dependent no longer meets the definition of a dependent. See "Definitions."

**NOTICE REQUIREMENTS.** We will provide the Policyholder written notice of the termination of coverage. This notice will be mailed not later than 10 working days after the date on which the group policy terminates. If coverage is terminated as a result of non-payment of premium, we will mail a separate notice to the Policyholder at least 10 days prior to the end of the Grace Period informing the policyholder that the premium was not received and that the policy will be terminated as of the Premium Due Date if the premium is not received by the end of the Grace Period.

If such notice is not provided, coverage shall continue from the date notice should have been provided until the date notice is received by the Policyholder and premiums owing for the period for which coverage is continued shall be waived.

**CONTINUATION OF COVERAGE.** If coverage ceases according to TERMINATION DATE, some or all of the insurance coverages may be continued. Contact your plan administrator for details.

### Strike or Lockout For Employees Only

This continuation only applies when the Employer is required by a collective bargaining agreement to pay all or part of the Insured's premium.

1. The Insured may continue coverage if it would stop because the Insured's work is stopped due to:
  - a. A strike; or
  - b. a lockout;

provided premiums are paid by the Insured.

The Insured may also continue to insure his or her dependents.

2. **Benefits**  
This continuation applies to all benefits payable under the policy.

3. Termination

Such insurance will stop on the earlier of:

- a. the last day of the period for which the premium is paid;
- b. the date coverage would normally stop under the terms of the policy;
- c. the date the Insured becomes eligible under another group health plan;
- d. the date coverage has been continued for six months;
- e. the date seventy-five percent (75%) of the covered employees continue coverage; or
- f. the date the policy terminates.

4. Premiums

We may charge the full premium, i.e. the employee and employer's portion, during the continuation period.

We may change the premium rate at any time the Insured's group plan premium rate is changed.

Death, Divorce or Separation  
For Dependents Only

This continuation only applies to groups of 20 or more employees.

1. The Insured's spouse may continue coverage for themselves and any dependent children if coverage would terminate as a result of:
  - a. The death of the Insured; or
  - b. The dissolution of marriage with, or legal separation from, the Insured.

provided:

- i. the spouse is 55 years of age or more at the time of death, divorce or separation;
- ii. the spouse makes election for continuation of coverage in the required time frames; and
- iii. any required premium is paid.

2. Benefits

This continuation applies to all benefits payable under the policy.

3. How to Apply

- a. Within 60 days of divorce or legal separation, the spouse must notify the plan administrator, including a mailing address, if he or she wishes to elect continuation of coverage.
- b. Within 30 days of death of the Insured, the Policyholder must provide written notice of the death, including the spouse's mailing address to the plan administrator.
- c. Within 14 days of receipt of notice, the plan administrator must mail the spouse notice of the continuation option including:
  - i. an election form;
  - ii. the premium due;
  - iii. when and how payments must be made;
  - iv. instructions on returning the election form.
- d. The spouse must elect within 60 days of the date the notice is mailed by the administrator.
- e. The spouse must pay the first premium within 45 days of the date of election.

4. Failure to Notify

If the administrator fails to send the notice of continuation, the spouse will receive free coverage until he/she receives the notice.

If the Policyholder is subject to COBRA, then the termination of coverage will be controlled by COBRA or by the Termination provisions below, whichever would provide a greater length of coverage.

5. **Premiums**  
We may charge up to 102% of the full premium, i.e. the employee's and employer's portion, during the continuation period.

We may change the premium rate at any time the Insured's group plan premium rate is changed.

6. **Termination**  
Such insurance will stop on the earliest of:
- a. the last day of the period for which the premium is paid;
  - b. the date coverage would normally stop under the terms of the policy;
  - c. the date the spouse becomes insured under another group health plan;
  - d. the date the spouse remarries and becomes insured under another group health plan;
  - e. the date the spouse or any dependent child is eligible for coverage under Medicare, Title XVIII of the Federal Social Security Act;
  - f. the date the policy terminates.

7. **Replacement of Policy**  
A new insurance carrier replacing coverage under which a continued person is covered must take over and continue such person's coverage.

## **EYE CARE EXPENSE BENEFITS**

If an Insured has Covered Expenses under this section, we pay benefits as described. The Insured may use a Participating Provider or a Non-Participating Provider. The Insured has the freedom to choose any provider.

### **AMOUNT PAYABLE**

The Amount Payable for Covered Expenses is the lesser of:

- A. the provider's charge, or
- B. the Maximum Covered Expense for such services or supplies. This is shown in the Schedule of Eye Care Services for Participating and Non-Participating Providers.

### **DEDUCTIBLE AMOUNT**

The Deductible Amount is on the Schedule of Benefits. It is an amount of Covered Expenses for which no benefits are payable. It applies separately to each Insured. Benefits are paid only for those Covered Expenses that are over the Deductible Amount.

### **PARTICIPATING AND NON-PARTICIPATING PROVIDERS**

A Participating Provider agrees to provide services and supplies to the Insured at a discounted fee. A Non-Participating Provider is any other provider.

### **COVERED EXPENSES**

Covered expenses are the eye care expenses incurred by an Insured for services or supplies. We pay up to the Maximum Covered Expense shown in the Schedule of Eye Care Services.

### **EYE CARE SUPPLIES**

Eye care supplies are all services listed on the Schedule of Eye Care Services. They exclude services related to Eye Care Exams.

### **REQUEST FOR SERVICES**

When requesting services, the Insured must advise the Participating Provider's office that he or she has coverage under this network plan. If the Insured receives services from a Participating Provider without this notification, the benefits are limited to those for a Non-Participating Provider.

### **ASSIGNMENT OF BENEFITS**

We pay benefits to the Participating Provider for services and supplies performed or furnished by them. When a Non-Participating Provider performs services, we pay benefits to the Insured unless otherwise required by state regulation.

### **EXTENSION OF BENEFITS**

We will extend benefits for eye care supplies if this policy terminates. To be eligible for an extension, the supply must be prescribed prior to the termination of the policy and must be received within six months after the policy terminates.

**EXPENSES INCURRED.** An expense is incurred at the time a service is rendered or a supply item furnished.

## **LIMITATIONS**

This plan has the following limitations.

- 1) This plan does not cover more than one Eye Exam in any 12-month period.
- 2) This plan does not cover more than one pair of Lenses in any 12-month period.
- 3) This plan does not cover more than one set of Frames in any 24-month period.
- 4) This plan does not cover Elective Contact Lenses more than once in any 12-month period. Contact Lenses and associated expenses are in lieu of any other Lenses or Frame benefit.
- 5) This plan does not cover Medically Necessary Contact Lenses more than once in any 12-month period. The treating provider determines if an Insured meets the coverage criteria for this benefit. This benefit is in lieu of Elective Contact Lenses.
- 6) This plan does not cover any procedure to change the shape of the cornea in order to reduce Myopia.
- 7) This plan does not cover the refitting of Contact Lenses after the initial 90-day fitting period.
- 8) This plan does not cover Plano Contact Lenses to change eye color.
- 9) This plan does not cover artistically painted Contact Lenses.
- 10) This plan does not cover contact lens insurance policies or service contracts.
- 11) This plan does not cover additional office visits associated with contact lens pathology.
- 12) This plan does not cover contact lens modification, polishing or cleaning.
- 13) This plan does not cover Orthoptics or vision training and any associated testing.
- 14) This plan does not cover Plano Lenses.
- 15) This plan does not cover two pairs of glasses in lieu of Bifocals.
- 16) This plan does not cover replacement of Lenses and Frames that are lost or broken outside of the normal coverage intervals.
- 17) This plan does not cover medical or surgical treatment of the eyes.
- 18) This plan does not cover services for claims filed more than 180 days after completion of the service. An exception is if the Insured shows it was not possible to submit the proof of loss within this period.
- 19) This plan does not cover the following materials over and above the Covered Expense for the basic material: blended lenses, oversized lenses, and photochromic or tinted lenses except pink #1 and #2.
- 20) This plan does not cover the coating or laminating of the lens or lenses.
- 21) This plan does not cover corrective vision treatments that are experimental.
- 22) This plan does not cover Corneal Refractive Therapy (CRT).
- 23) This plan does not cover costs for services and/or materials that exceed the Maximum Covered

Expense.

- 24) This plan does not cover services or materials that are cosmetic.
- 25) This plan does not cover any procedure not listed on the Schedule of Eye Care Services.

## SCHEDULE OF EYE CARE SERVICES

The following is a complete list of eye care services for benefits payable under this section. No benefits are payable for a service not listed.

<b>SERVICE</b>	<b>PLAN MAXIMUM COVERED EXPENSE</b>	
	<i>Participating Provider</i>	<i>Non-Participating Provider</i>
Eye Exam	Covered in Full	Up to \$ 45.00
<i>(All lenses are per pair)</i> Single Vision Lenses	Covered in Full	Up to \$ 45.00
Lined Bifocal Lenses	Covered in Full	Up to \$ 65.00
Lined Trifocal Lenses	Covered in Full	Up to \$ 85.00
Lenticular Lenses	Covered in Full	Up to \$125.00
Frame	Up to \$120.00	Up to \$120.00
Contact Lenses*		
Elective	Up to \$120.00	Up to \$120.00
Medically Necessary	Covered in Full	Up to \$210.00

An Insured can receive professional services for treatment of severe visual problems. A treating provider may prescribe Low Vision treatment. This treatment is for problems that are not correctable with regular lenses. The treating provider determines if the Insured meets the criterion for coverage of this benefit.

\*The contact lenses allowance applies to the contact lens exam and lenses.

## GENERAL PROVISIONS

**NOTICE OF CLAIM.** Written notice of a claim must be given to us within 30 days after the incurred date of the services provided for which benefits are payable.

Notice must be given to us at our Home Office, or to one of our agents. Notice should include the Policyholder's name, Insured's name, and policy number. If it was not reasonably possible to give written notice within the 30 day period stated above, we will not reduce or deny a claim for this reason if notice is filed as soon as is reasonably possible.

**CLAIM FORMS.** When we receive the notice of a claim, we will send the claimant forms for filing proof of loss. If these forms are not furnished within 15 days after the giving of such notice, the claimant will meet our proof of loss requirements by giving us a written statement of the nature and extent of loss within the time limit for filing proofs of loss.

**PROOF OF LOSS.** Written proof of loss must be given to us within 90 days after the incurred date of the services provided for which benefits are payable. If it is impossible to give written proof within the 90-day period, we will not reduce or deny a claim for this reason if the proof is filed as soon as is reasonably possible. For Eye Care benefits that use either the EyeMed or VSP network, please refer to the limitations section on the Eye Care Expense Benefits page.

**TIME OF PAYMENT.** We will pay all benefits immediately when we receive due proof. If payment has not been made within 30 days following receipt of notification of claim, we will notify you on or before the 30th day after receipt that the claim has been received and if any additional information is necessary in order to pay the claim.

**PAYMENT OF BENEFITS.** All benefits will be paid to the Insured unless otherwise agreed upon through your authorization or provider contracts.

**FACILITY OF PAYMENT.** If an Insured or beneficiary is not capable of giving us a valid receipt for any payment or if benefits are payable to the estate of the Insured, then we may, at our option, pay the benefit up to an amount not to exceed \$5,000, to any relative by blood or connection by marriage of the Insured who is considered by us to be equitably entitled to the benefit.

Any equitable payment made in good faith will release us from liability to the extent of payment.

**PROVIDER-PATIENT RELATIONSHIP.** The Insured may choose any Provider who is licensed by the law of the state in which treatment is provided within the scope of their license. We will in no way disturb the provider-patient relationship.

**LEGAL PROCEEDINGS.** No legal action can be brought against us until 60 days after the Insured sends us the required proof of loss. No legal action against us can start more than five years after proof of loss is required.

**INCONTESTABILITY.** Any statement made by the Policyholder to obtain the Policy is a representation and not a warranty. No misrepresentation by the Policyholder will be used to deny a claim or to deny the validity of the Policy unless:

1. The Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder a copy of a written instrument signed by the Policyholder that contains the misrepresentation.

The validity of the Policy will not be contested after it has been in force for one year, except for nonpayment of premiums or fraudulent misrepresentations.

**WORKER'S COMPENSATION.** The coverage provided under the Policy is not a substitute for coverage under a workmen's compensation or state disability income benefit law and does not relieve the Policyholder of any obligation to provide such coverage.

**GENERAL PROVISIONS (CONTINUED)**

**CONFORMITY WITH LAW.** Any policy provision that conflicts with the laws of the state in which the policy is issued, when the policy is issued, is automatically changed to meet the minimum requirements of those laws.

**ENTIRE CONTRACT.** The policy and the application of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the policy when issued. All statements made by the Policyholder or an Insured will, in the absence of fraud, be considered representations and not warranties. No statement made to obtain insurance will be used to avoid the insurance or reduce the benefits of this policy unless it is in a written application signed by the Policyholder or Insured. A copy of this must have been given to the Policyholder or Insured.

No change in this policy will be valid unless approved in writing by one of our officers and given to the Policyholder for attachment to the policy. No agent has the authority to change this policy or waive any of its provisions. Any change in this policy will be valid even though an Insured may not have agreed to it.

**INSURANCE DATA.** The Policyholder will furnish, at our request, data necessary to administer this policy. The data will include, but not be limited to data:

- i. necessary to calculate premiums;
- ii. necessary to determine a person's effective date or termination date of insurance;
- iii. necessary to determine the proper coverage level of insurance.

We shall have the right to inspect any of the Policyholder's records we find necessary to properly administer this policy. Any inspections will be at a time and place convenient to the Policyholder.

We will not refuse to insure a person who is eligible to be insured just because the Policyholder fails or errs in giving us the data necessary to include that person for coverage. An Insured's insurance will not stay in force nor an amount of insurance be continued after the termination date, according to the Conditions for Insurance, because the Policyholder fails or errors in giving us the necessary data concerning an Insured's termination.

**CERTIFICATES.** We will issue certificates to the Policyholder showing the coverage under the policy. The Policyholder will distribute a certificate to each insured Member. If the terms of the certificate differ from the policy, the terms stated in the policy will govern.

**PARTICIPATION REQUIREMENTS.** There are two requirements that must be met in order for the policy to be placed in force, and to remain in force:

- a. a certain percentage of all Members qualified for insurance must be insured at all times; and
- b. a certain number of Insureds must be insured at all times.

The Participation Requirements are as follows:

Percentage of Members-	60%
Number of Members-	170

**TERMINATION OF THE POLICY.** The Policyholder may terminate this policy as of any Premium Due Date by giving us written notice before that date.

We may terminate this policy on the earlier of:

1. any Premium Due Date if the participation of Insureds and/or Dependents does not meet the requirements in "Conditions For Insurance." Written notice of termination of insurance must be given to the Policyholder at least 45 days before the date of termination.
2. any Premium Due Date on or after the first policy year, for reasons other than lack of participation. Written notice of termination of insurance must be given to the Policyholder at least 60 days before the date of termination.

If any premium is not paid when due, this policy will automatically be terminated as of the Premium Due Date, except as stated below.

**GRACE PERIOD.** This policy has a 60 day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 60 days. During the grace period, the policy will stay in force. If the Policyholder has not sent us a written request to terminate the policy and a premium is not paid by the end of the grace period, the policy will terminate at the end of the grace period. If the Policyholder gives us written notice of termination before the Premium Due Date, the policy will be terminated as of the date requested. The Policyholder will be liable for any unpaid premium for the time this policy was in force, including the grace period.

**CONSIDERATION.** This policy is issued to the Policyholder in consideration of the application and the payment of premiums specified in this policy.

**TERMS AND CONDITIONS.** Payment of any benefit under this policy is subject to the definitions and all other terms of this policy pertinent to the benefit.

**CLAIMS REVIEW PROCEDURES  
AS REQUIRED UNDER  
EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)**

The following provides information regarding the claims review process and your rights to request a review of any part of a claim that is denied. Please note that certain state laws may also require specified claims payment procedures as well as internal appeal procedures and/or independent external review processes. Therefore, in addition to the review procedures defined below, you may also have additional rights provided to you under state law. If your state has specific grievance procedures, an additional notice specific to your state will also be included within the group policy and your certificate.

**CLAIMS FOR BENEFITS**

Claims may be submitted by mailing the completed claim form along with any requested information to:

Vision Service Plan  
Attn: Out-of-Network Provider Claims  
P.O. Box 997105  
Sacramento, CA 95899-7105

**NOTICE OF DECISION OF CLAIM**

We will evaluate your claim promptly after we receive it.

**Utilization Review Program.** Generally, utilization review means a set of criteria designed to monitor the use of, or evaluate the medical necessity, appropriateness, or efficiency of health care services. We have established a utilization review program to ensure that any guidelines and criteria used to evaluate the medical necessity of a health care service are clearly documented and include procedures for applying such criteria based on the needs of the individual patients. The program was developed in conjunction with licensed dentists and is reviewed at least annually to ensure that criteria are applied consistently and are current with dental technology, evidence-based research and any dental trends.

We will provide you written notice regarding the payment under the claim within 30 calendar days following receipt of the claim. This period may be extended for an additional 15 days, provided that we have determined that an extension is necessary due to matters beyond our control, and notify you, prior to the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which we expect to render a decision. If the extension is due to your failure to provide information necessary to decide the claim, the notice of extension shall specifically describe the required information we need to decide the claim.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may decide your claim based on the information we have received.

If we deny any part of your claim, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Reference to any internal rule or guideline relied upon in making our decision, along with your right to receive a copy of these guidelines, free of charge, upon request.
- d. A statement that you may request an explanation of the scientific or clinical judgment we relied upon to exclude expenses that are experimental or investigational, or are not necessary or accepted according to generally accepted standards of Eye Care practice.
- e. A description of any additional information needed to support your claim and why such information is necessary.
- f. Information concerning your right to a review of our decision.

- g. Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA following an adverse benefit determination on review.

## **APPEAL PROCEDURE**

If all or part of a claim is denied, you may request a review in writing within 180 days after receiving notice of the benefit denial.

You may send us written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your appeal. There will be no charge for such copies. You may request the names of the experts we consulted who provided advice to us about your claim.

The appeal review will be conducted by the Plan's named fiduciary and will be someone other than the person who denied the initial claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based in whole or in part on a medical judgment, including determinations with regard to whether a service was considered experimental, investigational, and/or not medically necessary, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original judgment and will not be subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request.

If your appeal is about urgent care, you may call Toll Free at 877-897-4328, and an Expedited Review will be conducted. Verbal notification of our decision will be made within 72 hours, followed by written notice within 3 calendar days after that.

If your appeal is about benefit decisions related to clinical or medical necessity, a Standard Consultant Review will be conducted. A written decision will be provided within 30 calendar days of the receipt of the request for appeal.

If your appeal is about benefit decisions related to coverage, a Standard Administrative Review will be conducted. A written decision will be provided within 60 calendar days of the receipt of the request for appeal.

If we deny any part of your claim on review, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Reference to any internal rule or guideline relied upon in making our decision along with your right to receive a copy of these guidelines, free of charge, upon request.
- d. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.
- e. A statement that you may request an explanation of the scientific or clinical judgment we relied upon to exclude expenses that are experimental or investigational, or are not necessary or accepted according to generally accepted standards of Eye Care practice.
- f. Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA.

Certain state laws also require specified internal appeal procedures and/or external review processes. In addition to the review procedures defined above, you may also have additional rights provided to you under state law. Please review your certificate for such information, call us, or contact your state insurance regulatory agency for assistance. In any event, you need not exhaust such state law procedures prior to bringing civil action under Section 502(a) of ERISA.

Any request for appeal should be directed to:

Quality Control, P.O. Box 82657, Lincoln, NE 68501-2657.

**BY LAWS  
OF THE  
OREGON RETIRED EDUCATORS ASSOCIATION, INC.  
AN AFFILIATE OF THE  
NATIONAL RETIRED TEACHERS ASSOCIATION  
A PART OF AARP**

**ARTICLE I - NAME**

The name of this organization shall be the OREGON RETIRED EDUCATORS ASSOCIATION, INCORPORATED, hereafter referred to as "OREA."

**ARTICLE II - PURPOSES**

The purposes of this association shall be:

- Section 1. To promote the social and economic welfare of our members.
- Section 2. To afford opportunity for investigation of, expression of, and interchange of information and opinions upon subjects of special interest to retired educators.
- Section 3. To seek a working relationship with the Oregon Education Association, National Education Association-Retired-Oregon, the National Retired Teacher's Association, and AARP.
- Section 4. To provide an organizational framework through which our members can continue a life of service to fellow members, to their active colleagues, and to their communities.

**ARTICLE III - CORPORATE STRUCTURE**

- Section 1. **IDENTITY.** OREA is a federation of Local Units, of persons qualified for membership as stipulated in ARTICLE IV, having a Board of Directors and an Executive Committee to accomplish the purposes stated in ARTICLE II. All currently chartered Units of OREA are Members Units of the Corporation.
- Section 2. **LOCAL UNITS.** Each Local Unit shall have bylaws which shall not be in conflict with the Bylaws of OREA.
- Section 3. **GOVERNING BOARD.** Each Local Unit shall have an elected governing board which shall be responsible for the operation of its Unit consistent with the OREA Bylaws.
- Section 4. **SELF-SUPPORTING.** Each local Unit shall be self-supporting and shall endeavor to have one hundred percent of its members in OREA.

**ARTICLE IV - MEMBERSHIP**

- Section 1. **MEMBERSHIP ROLL.** The membership of OREA shall be comprised of Active, Existing Life, and Honorary Members of Local Units within the boundaries of the State who are registered on the OREA Treasurer's list of OREA members.
- Section 2. **CLASSIFICATION.**
- a. **ACTIVE MEMBERSHIP** shall be open to any person residing in Oregon who has been employed in any educational institution or in the field of education, and/or any other person interested in the purposes of OREA.
  - b. **LIFE MEMBERSHIP.** Existing Life Memberships shall continue to be honored.
  - c. **HONORARY MEMBERSHIP.** Honorary Memberships may be granted upon recommendation of the Local Unit and upon approval of the OREA Executive Committee. There shall be no fees or dues for Honorary Memberships

**ARTICLE V - FINANCES**

Section 1 FISCAL YEAR. The fiscal year shall be July 1 through June 30.

Section 2. DUES AND ASSESSMENTS.

- a. Annual membership dues and assessments (if any) shall be determined by a two-thirds vote of the registered OREA members present at the OREA State Convention.
- b. All OREA dues shall be collected by the Local Unit Treasurers and forwarded to the OREA Treasurer within thirty days of receipt by the Unit.
- c. All present Life Membership dues shall be held in a Life Membership Account. Ten per cent of the Life Membership Account may be withdrawn annually and added to the general fund when authorized by the OREA Executive Committee.
- d. Local Unit dues shall be determined by each Local Unit.

Section 3. BUDGET. An annual itemized budge showing estimated receipts and expenditures shall be prepared by the Budget Committee and presented for approval at the OREA State Convention.

Section 4. DISBURSEMENTS.

- a. The Treasurer shall be empowered to disburse or invest funds in accordance with these Bylaws and the Standing Rules or as authorized by the Executive Committee.
- b. Unanticipated expenses, or expenses not budgeted, must be approved by the Executive Committee prior to payment
- c. All expenditures shall require an OREA voucher to be submitted, with the bill verifying the expense, to the OREA Treasurer for payment in accordance with these Bylaws, Standing Rules, and the Budget.
- d. No officer, committee coordinator, or other member shall be reimbursed for any amount which exceeds the actual expense incurred.

Section 5. AUDITS.

- a. An annual audit shall be made and a report of the audit shall be submitted at the OREA State Convention. The audit may be performed by Internal Auditors or an accountant, as determined by the Executive Committee.
- b. INTERNAL AUDITORS.
  - (1) IDENTITY
    - At least two members of the board of Directors appointed by the Executive Committee.
    - The Internal Auditors shall not be members of the Executive Committee.
  - (2) DUTIES
    - (a) Verify that all receipts have been accounted for.
    - (b) Verify that all expenditures had proper authority.
    - (c) Verify that all financial statements have been accurate.
    - (d) Submit an annual audit report at the State Convention.

**ARTICLE VI - ELECTED OFFICERS**

Section I. TITLES. The Elected officers shall be a President, a First Vice President, a Second Vice President, and a Recording Secretary.

Section 2. QUALIFICATIONS

- a. PRESIDENT - One who has served as a member of the OREA Executive Committee
- b. FIRST VICE PRESIDENT - One who has served as a member of the OREA Board of Directors
- c. SECOND VICE PRESIDENT - One who is an active member of OREA.
- d. RECORDING SECRETARY - One who shall be able to demonstrate secretarial skills and who is an active member of OREA.
- e. All elected officers shall be members of NRTA/AARP.

Section 3.

TERM OF OFFICE

- a. All elected officers shall assume office at the conclusion of the convention beginning in the year 2001. They may be re-elected to serve a second year.
- b. The Recording Secretary shall be elected for one year and may be re-elected a maximum of four consecutive years.

Section 4

VACANCIES.

- a. When a vacancy occurs in the office of President, the First Vice President shall become President.
- b. When a vacancy occurs in other elective offices or appointive positions, except that of immediate past president, the Executive Committee shall name the successor.

Section 5.

ELECTION AND INSTALLATION

See Article VII of these Bylaws

Section 6.

DUTIES OF ELECTED OFFICERS

- a. **PRESIDENT.** The President shall:
  - (1) Preside at all meetings of the Executive Committee, the Board of Directors, and the OREA State Convention.
  - (2) Act as ex-officio members of all OREA Standing Committees.
  - (3) Be the alternate signer on checks during the absence or incapacity of the Treasurer.
  - (4) Maintain a close association with all the Local Units, which shall include visits to the Units.
  - (5) Encourage and assist the Membership Committee to organize new Local Units.
  - (6) Represent OREA in official business and communication with its national affiliates' and with other groups and organizations.
  - (7) Appoint, with the approval of the Executive Committee, the Appointed Officers specified in ARTICLE VIII.
  - (8) Appoint Coordinators of all committees, with the approval of the Executive Committee, except the Budget Committee and the nominations Committee. (See ARTICLE XI Section 1a and ARTICLE XI Section 2.
  
- b. **FIRST VICE PRESIDENT.** The First Vice President shall:
  - (1) Support and assist the President in the performance of the duties of that office.
  - (2) Perform the necessary duties of the President in the absence or incapacity of that Officer.
  - (3) Perform those duties assigned by the President or the Executive Committee.
  - (4) Serve as Coordinator of the Budget Committee.
  
- c. **SECOND VICE PRESIDENT.** The Second Vice President shall:
  - (1) Support the President and whenever needed assist with the duties of that office.
  - (2) Preside at meetings of OREA in the absence or incapacity of both the President and the First Vice President.
  - (3) Perform those duties assigned by the President or the Executive Committee.
  - (4) Serve as Membership Chairperson
  
- d. **RECORDING SECRETARY.** The Recording Secretary shall:
  - (1) Record and keep in a permanent file the complete minutes of all meetings of the Executive Committee, the Board of Directors, and the OREA State Convention.
  - (2) Send a duplicate copy of the minutes to each member of the Executive Committee.
  - (3) Have available for reference at all meetings a copy of the OREA Bylaws and Standing Rules, and a list of all officers and committee coordinators.
  - (4) Have charge of all correspondence as directed by the Board of Directors and the Executive Committee and maintain a permanent file of the correspondence.

- (5) Receive and maintain a file of the reports relevant to OREA, including the annual report of the OREA Memorial Fund, Inc. given at the OREA State Convention as provided for in ARTICLE IV, Section A of that corporation's Constitution and Bylaws.
- (6) Keep for reference a file of current OREA membership and Unit dues and/or assessments as determined by the State Convention.

**ARTICLE VII  
NOMINATIONS, ELECTION, INSTALLATION  
ELECTED OFFICERS**

Section 1. NOMINATIONS. See ARTICLE XI, Section 2

Section 2. ELECTION PROCEDURE.

- a. Local units may submit to the Nominating Committee a minimum of one month prior to the state convention, the names of eligible candidates, their qualifications for said office, and an indication of their consent to serve.
- b. The slate of nominees selected by the Nominating Committee shall be sent to each Local Unit at least one calendar month prior to the OREA State Convention.
- c. The Nominating Committee shall give a report of the nominees during the opening session of the State Convention.
- d. Additional nominations may be made from the floor prior to election provided the nominee meets qualifications and gives consent.
- e. Election shall be by written ballot. A majority of votes cast by registered OREA members at the OREA State Convention shall be required for election. Should the officer candidates have no opposition, a voice of acclamation for election may be held.
- f. In case of a tie, a new ballot shall be taken immediately for the office involved.
- g. There shall be no voting by mail or by proxy.

Section 3. INSTALLATION

- a. Installation of officers shall be held before the close of the OREA State Convention
- b. The installing officer shall be an OREA Past President or an NRTA/AARP National or State officer.

**ARTICLE VIII - APPOINTED OFFICERS**

Section 1. TITLES. The Appointed Officers of OREA (Appointed by the President with the approval of the Executive Committee) shall be the Treasurer, the Editor of the OREA CHALKBOARD, the Historian, a Liaison OREA/OEA, a Parliamentarian, and a Travel Coordinator.

Section 2. THE TREASURER

- a. Qualifications
  - (1) Shall be an active member of OREA who shall be able to demonstrate knowledge of bookkeeping and money handling skills.
  - (2) Shall be a member of NRTA/AARP
- b. Term of Office
  - (1) An initial appointment for a term of two years. Succeeding reappointments for one year at a time.
  - (2) The "Grandfather Clause: be allowed for the present elected Treasurer.

c. Duties

- (1) Receive all dues, assessments, and other moines due OREA, and shall issue appropriate receipts.
- (2) Pay all bills and invoices for expenses as provided for in the Standing Rules and Budget or approved by the Executive Committee.
- (3) Keep an accurate account of all receipts and expenditures and maintain them for seven years.
- (4) Keep a file of all receipts, investments, bills, invoices, bank statements, and cancelled checks for a minimum of three years.
- (5) Receive and keep on permanent file the annual audit report of OREA and the Memorial Fund, Inc.
- (6) Keep the books open for unfinished business for a maximum of sixty (60) days after the close of the fiscal year, at which time they shall be ready for audit. In the event that an accountant is hired to perform the audit, or a portion of it, the Treasurer shall be responsible for reporting all relevant information to the Executive Committee.
- (7) Present a written report at each regular meeting of the Executive Committee, the Board of Directors, and the OREA State Convention.
- (8) Submit an annual financial report at the end of the fiscal year.
- (9) Serve as a member of the Budget Committee.
- (10) Keep for a reference a current list of OREA members.
- (11) A computer file of all records shall be maintained.
- (12) Prepare and maintain insurance membership identification cards and records in cooperation with insurance provider.

Section 3.

DUTIES of the Appointed Officers

- a. EDITOR OF THE OREA CHALKBOARD shall be responsible for the publication and distribution of the CHALKBOARD at least three times per year, under the direction of the Executive Committee.
- b. HISTORIAN shall:
  - (1) Keep any item of historical significance.
  - (2) Obtain and record events of importance and interest from members and Local Units, including pictures and articles that are of common interest to the Unit.
  - (3) Maintain the OREA Historical Scrapbook.
  - (4) Present the completed Historical Scrapbook to the retiring President at the Convention
- c. LIAISON. OREA-OEA shall provide channels of communication between OREA and the Oregon Education Association and report pertinent OEA information to OREA and its local Units.
- d. PARLIAMENTARIAN shall keep for reference a copy of the OREA bylaws and Standing Rules and a copy of *Robert's Rules of Order Newly Revised* , and shall advise the Presiding Officer and members in matters pertaining to the Bylaws, the Standing Rules, and parliamentary procedure.
- e. TRAVEL COORDINATOR shall be the liaison and the official representative in matters relating to any contract which OREA may have with a travel agency.

ARTICLE IX - BOARD OF DIRECTORS

Section 1.

MEMBERSHIP

- a. Elected Officers
- b. Immediate Past President
- c. Appointed Officers
- d. Appointed Coordinators of Standing Committees
- e. Local Unit Presidents
- f. President of the OREA Memorial Fund Board
- g. Treasurer of the OREA Memorial Fund Board

- Section 2. DUTIES. The Board of Directors shall:
  - a. Act as a liaison between the OREA officers and its Members.
  - b. Gather information and suggestions from OREA members for use in directing the policies and activities of Officers and Committees, and report pertinent information about these policies and activities to OREA members.
  - c. Propose and help develop projects, policies, and activities to achieve the purposes of OREA.
  - d. Be supportive of the officers and programs of OREA.
  - e. Give direction to the Executive Committee as it carries out the purposes of OREA and desires of its Membership.
  - f. Develop relationships with OEA, NEA-R-OR, NRTA, and AARP.

- Section 3. MEETINGS.
  - a. The Board of Directors shall meet at least once a year, preferably at the Convention.
  - b. The President may call for a meeting of the Board of Directors when deemed necessary.
  - c. Advance notice of the date, time, and place of the meeting must be sent to each member of the Board.
  - d. The agenda may address any business which needs to be brought before the Board.

- Section 4. QUORUM. The presence of a majority of the members of the Board of Directors shall constitute a quorum. All members of Board are voting members.

**ARTICLE X - EXECUTIVE COMMITTEE**

- Section 1. MEMBERSHIP
  - a. Elected Officers
  - b. Immediate Past President
  - c. The Treasurer

- Section 2. ADVISOR. THE AARP/OREA State Coordinator may act as advisor to the Executive Committee.

- Section 3. DUTIES. The Executive Committee shall:
  - a. Carry on the business of OREA between meetings of the Board of Directors.
  - b. Take action on matters requiring immediate decision.
  - c. Support the President in the decisions and actions required to carry out official business of OREA as directed by the Board of Directors and in accordance with the Bylaws and the Standing Rules.
  - d. Approve all appointments made by the President
  - e. Help organize and charter new Local units, especially in areas of the State not now served. The Executive Committee determines how many OREA members are required to form a new unit.
  - f. Appoint one OREA Member to the OREA Memorial Fund, Inc. Board each year to fill the vacancy created by that year's expiring board member's term, as provided in the OREA Memorial Fund, Inc. Constitution and Bylaws. Such appointment shall meet all the qualifications for that position as specified in Article II, Section D. of the Memorial Fund, Inc. Constitution and Bylaws.
  - g. Appoint at least two members of the Board of Directors who are not members of the Executive Committee to serve as Internal Auditors.
  - h. Review, interpret, and rule on bylaw questions. The rulings shall be binding until presented for a vote at the next Convention.
  - i. Report Executive Committee activities to the Board of Directors and to the OREA members.
  - j. Develop relationships with OEA, NEA-R-OR, NRTA, and AARP.

- Section 1. STANDING COMMITTEES AND THEIR DUTIES

- Section 2. **DUTIES.** The Board of Directors shall:
- a. Act as a liaison between the OREA officers and its Members.
  - b. Gather information and suggestions from OREA members for use in directing the policies and activities of Officers and Committees, and report pertinent information about these policies and activities to OREA members.
  - c. Propose and help develop projects, policies, and activities to achieve the purposes of OREA.
  - d. Be supportive of the officers and programs of OREA.
  - e. Give direction to the Executive Committee as it carries out the purposes of OREA and desires of its Membership.
  - f. Develop relationships with OEA, NEA-R-OR, NRTA, and AARP.

- Section 3. **MEETINGS.**
- a. The Board of Directors shall meet at least once a year, preferably at the Convention.
  - b. The President may call for a meeting of the Board of Directors when deemed necessary.
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- Section 4. **QUORUM.** The presence of a majority of the members of the Board of Directors shall constitute a quorum. All members of Board are voting members.

**ARTICLE X - EXECUTIVE COMMITTEE**

- Section 1. **MEMBERSHIP**
- a. Elected Officers
  - b. Immediate Past President
  - c. The Treasurer

- Section 2. **ADVISOR.** THE AARP/OREA State Coordinator may act as advisor to the Executive Committee.

- Section 3. **DUTIES.** The Executive Committee shall:
- a. Carry on the business of OREA between meetings of the Board of Directors.
  - b. Take action on matters requiring immediate decision.
  - c. Support the President in the decisions and actions required to carry out official business of OREA as directed by the Board of Directors and in accordance with the Bylaws and the Standing Rules.
  - d. Approve all appointments made by the President
  - e. Help organize and charter new Local units, especially in areas of the State not now served. The Executive Committee determines how many OREA members are required to form a new unit.
  - f. Appoint one OREA Member to the OREA Memorial Fund, Inc. Board each year to fill the vacancy created by that year's expiring board member's term, as provided in the OREA Memorial Fund, Inc. Constitution and Bylaws. Such appointment shall meet all the qualifications for that position as specified in Article II, Section D. of the Memorial Fund, Inc. Constitution and Bylaws.
  - g. Appoint at least two members of the Board of Directors who are not members of the Executive Committee to serve as Internal Auditors.
  - h. Review, interpret, and rule on bylaw questions. The rulings shall be binding until presented for a vote at the next Convention.
  - i. Report Executive Committee activities to the Board of Directors and to the OREA members.
  - j. Develop relationships with OEA, NEA-R-OR, NRTA, and AARP.

- Section 1. **STANDING COMMITTEES AND THEIR DUTIES**

a. BUDGET COMMITTEE

- (1) The First Vice President shall be the Coordinator and the Treasurer shall be a member of the Budget Committee.
- (2) The Budget Committee shall prepare a budget for the next fiscal year and submit the proposed budget to the Executive Committee at least sixty days prior to its presentation for approval at the Convention.
- (3) Review annually all allowances for reimbursement which are itemized in the Standing Rule, and present any amendments for vote at the Convention.

b. BYLAWS AND STANDING RULES COMMITTEE SHALL

- (1) Review the Bylaws and Standing Rules, and propose amendments as deemed necessary.
- (2) Prepare according to the procedure specified in ARTICLE XIV for the adoption of proposed amendments to the Bylaws.
- (3) Present the proposed amendments at the Convention
- (4) Arrange for distribution of the amended page(s) or the newly adopted Bylaws and Standing rules.

c. COMMUNITY PARTICIPATION COMMITTEE SHALL:

- (1) Translate into action the OREA motto, "To serve, not to be served."
- (2) Promote, in cooperation with Local Unit Coordinators, individual and Unit community services.

d. CONSUMER ISSUES COMMITTEE shall

- (1) Keep OREA members informed of consumer frauds, scams, product safety, and other relevant consumer affairs.
- (2) Submit articles of information on these matters for publication in the CHALKBOARD.
- (3) Be a resource person for Local Units needing assistance on consumer affairs.

e. CRISIS SUPPORT SERVICES COMMITTEE shall:

- (1) Provide support to those members who are suffering from some type of "Crisis," such as, those of a traumatic, stressful, or emotional nature.
- (2) Show caring and bring comfort or assistance to these members in their needs.

f. EDUCATION COMMITTEE shall:

- (1) Maintain the interest of retired educators in education by providing opportunities and activities to study and discuss matters concerning education.
- (2) Suggest educational programs for Local Units.
- (3) Present opportunities for serving the community's schools.

g. HEALTH SERVICES COMMITTEE shall:

- (1) Keep OREA Members informed of developments in health care services.
- (2) Encourage healthier life styles.
- (3) Work with Local Units to make use of available publications and programs provided by AARP and NRTA.

h. INSURANCE COMMITTEE shall:

- (1) Keep OREA members informed of Medicare and Medicaid.
- (2) Provide information about supplemental health insurance and other kinds of insurance needed by members.

i. LEGISLATIVE COMMITTEE shall:

- (1) Advise Unit Members on pending and enacting national, state and local legislation as it affects older citizens.
- (2) Work closely with the NRTA-AARP Joint State Legislative Committee.
- (3) Encourage Members to be advocates on issues when advisable.

j. MEMBERSHIP COMMITTEE shall:

- (1) Seek opportunities to charter new Local Units and to assist in the preparation of the new Unit's application for a charter.
- (2) Assist Local Units to find ways to recruit new OREA Members and to increase membership in general.
- (3) Assist the Treasurer to keep the membership files current.

k. PUBLICITY COMMITTEE shall:

- (1) Arrange local and state publicity of OREA's various meetings and activities.
- (2) Help Local Unit Publicity Coordinators to provide local publicity of special events and activities of community interest.

activities of community interest.

- (3) Promote the writing of articles for publication in the national NRTA and AARP publications.

l. RETIREMENT PLANNING COMMITTEE shall:

- (1) Plan, in cooperation with the Membership Committee, a program for recruiting new retirees as OREA Members.
- (2) Inform school districts of the availability of retirement seminars.

m. UNITS OF DISTINCTION COMMITTEE shall:

- (1) Furnish Local Units with a copy of the "OREA Units of Distinction."
- (2) Assist Local units to accomplish goals with suggestions for implementation.
- (3) Review the goals periodically for any changes needed to improve goals, e.g., deletions or additions.
- (4) Furnish Local Units with a report from at least thirty days prior to the Convention. (These report forms showing goals achieved by each Unit are to be sent to the OREA Units of Distinction Coordinator at least fifteen days prior to the Convention.)
- (5) Assess the Unit reports and present to the Units, at the State Convention, an appropriate certificate showing the earned rating.

Section 2. NOMINATING COMMITTEE (Elected)

- a. Membership shall consist of three OREA Members elected at the State Convention by a written ballot. The three nominees receiving the most votes shall serve on the Committee.
- b. The Coordinator of the Nominating Committee shall be selected by the members of the Committee following the election.
- c. THE DUTIES of the Nominating Committee shall be:
  - (1) Prepare from recommendations submitted by OREA members or Local Units a slate of qualified OREA members to be candidates for OREA elective offices.
  - (2) Publish the proposed slate in the CHALKBOARD prior to the Convention.
  - (3) Submit, as published, to the Convention the names of nominees for each elected office, after which nominations of qualified OREA Members may be made from the floor of the Convention with previous consent of the member.
  - (4) Prepare a written ballot (with additional lines for "write-ins" of additional nominees) for the election of officers and conduct the election of officers during the convention.
  - (5) Prepare a written ballot (with additional lines for "write-ins" of additional nominees) for the Incoming Nominating Committee. (This ballot may be combined with that for the election of officers.)

Section 3. AD HOC COMMITTEES

- a. An Ad Hoc Committee coordinator shall be appointed by the President when need for such a committee occurs if approved by the Executive Committee.
- b. Duties and term of each Ad Hoc Committee shall be determined at the time of the appointment.

Section 4. OREA COMMITTEE COORDINATORS shall:

- a. Select at least two other OREA members to serve on that committee. (ARTICLE XI, section a (1) requires the Treasurer to be a member of the Budget Committee.)
- b. Submit to the CHALKBOARD articles, or information that is helpful to members.
- c. Maintain a current list of Coordinators in those Local Units having a comparable Coordinator.
- d. Send communiqués to all Local Unit Coordinators offering assistance or pertinent information.
- e. Respond promptly to all correspondence relating to the committee.
- f. Keep an accurate accounting of expenditures relating to the committee business.
- g. Attend or send a representative to the Convention and other leadership meetings.
- h. Prepare and submit a budget request to the Budget Committee.
- i. Prepare a written report for the Convention.

**ARTICLE XII - ANNUAL MEETING**

- Section 1. **NAME.** One state-wide meeting for all OREA Members shall be held each year. It shall be called the OREA State Convention, hereafter referred to as "the convention."
- Section 2. **DATE AND LOCATION**
  - a. The site and date of the Convention shall be determined by the Executive Committee based upon invitations and recommendations from Local Units.
  - b. When possible, the location for the Convention should be rotated around the State.
- Section 3. **PREPARATION**
  - a. The Convention Coordinator shall be named by the Executive Committee of the hosting Unit(s).
  - b. Plans for the Convention (sessions, speakers, programs, etc.) shall be made by the OREA Executive Committee in cooperation with the Host Unit(s).
- Section 4. **REGISTRATION FEE**
  - a. A registration fee determined by the Executive Committee and included in the current Budget shall be required of each person attending the Convention.
  - b. The registration fee must be sent to the designated Convention Registrar at the same time that reservations for meals at the Convention are made.
  - c. Any requests to cancel a registration must be received by the Convention Registrar at least seven days prior to the Convention for a refund to be issued.
- Section 5. **BUSINESS**
  - a. The president shall preside at the business sessions of the Convention.
  - b. The Convention agenda shall be established by the Executive Committee.
  - c. The agenda shall include, but not be limited to, OREA business, nominations, elections of officers and the Nominating Committee, installation of officers, financial issues, legislative issues, and educational issues.
  - d. Business sessions shall provide for participation of OREA members in the decision making process.
  - e. Every OREA Member who registers and attends the Convention may express views, introduce, second, speak to motions; and shall be eligible to vote.
  - f. Official business enacted at the Convention becomes binding for each Local Unit.
- Section 6. **QUORUM.** The quorum shall be a majority of OREA members who have registered at the Convention.

**ARTICLE XIII - OREA SPONSORED ACTIVITIES**

- Section 1. **WORKSHOPS**
  - a. OREA may conduct local or area workshops annually for Local Unit Officers and Local Unit Coordinators. The workshops shall be open to all members.
  - b. The purposes of the workshops shall be:
    - (1) To improve the effectiveness of Local Units and OREA as they work together.
    - (2) To strengthen leadership skills.
    - (3) To provide training opportunities and specific information useful to officers and members.
    - (4) To define and plan activities to achieve common goals.
  - c. The scheduling and staffing of the workshops shall be determined by the OREA State Committee.
- Section 2. **THE OREA MEMORIAL FUND, INC.**
  - a. The purpose of the OREA Memorial Fund, is to be of assistance to retired educators in need and to offer scholarships to graduate students in the field of gerontology.
  - b. The OREA Memorial Fund, Inc. shall have its own Constitution and Bylaws and its own Board.
  - c. The OREA Memorial Fund, Inc. is supported by individual and Local Unit contributions in memory of deceased members.
  - d. The OREA Memorial Fund Chairman and its Treasurer shall make a report of its activities and finances at the State convention.

**ARTICLE XIV - AMENDMENTS**

Section 1. BYLAWS

- a. Proposed amendments to these Bylaws may be submitted to the Coordinator of the Bylaws and Standing Rules Committee by any OREA member, Board, Committee, or by any Local Unit.
- b. For amendments to be considered at the next Convention, the following requirements must be met.
  - (1) Proposed amendments must be submitted to the Bylaws and Standing Rules Coordinator at least by December 15.
  - (2) Notice of proposed amendments must be sent by the Bylaws and Standing Rules Committee to the members of the Executive Committee ninety days prior to the State Convention.
  - (3) Notice of proposed amendments must be sent by the Bylaws and Standing Rules Committee to the Local Units forty-five days prior to their consideration at the Convention.
  - (4) Proposed amendments must be published in the issue of the CHALKBOARD just preceding the Convent
  - (5) Proposed amendments are presented upon recommendation of the Executive Committee to the Convention for vote.
  - (6) A two-thirds vote by show of hands of registered OREA Members at the Convention shall be required to approve any amendment.

Section 2. STANDING RULES

- a. Proposed amendments to the Standing Rules may be presented on an issue-by-issue basis any member to the Convention for vote.
- b. Standing Rules may be adopted, amended, or rescinded at the Convention by a two-thirds vote by show of hands of registered OREA members in attendance.

Section 3. EFFECTIVE DATE. Approved amendments shall become effective at the beginning of the next fiscal year unless otherwise ordered by a majority vote of registered OREA Members at the Convention.

**ARTICLE XV - DISSOLUTION**

In the last act prior to dissolution of OREA, the Board of Directors shall, after paying or making provisions for payment of all liabilities of OREA, dispose of the assets exclusively for the purposes of OREA. Any assets which are not disposed of by action of the OREA Board of Directors shall be given to the National Retired Teachers Association, Inc. to be used in accordance with Internal Revenue Code 501(c) (4). Any assets not so disposed of shall be disposed of by the Court of Common Pleas in the Oregon County in which OREA transacts business, exclusively for such purposes, or to organizations as are operated exclusively for such purposes.

**ARTICLE XVI - PARLIAMENTARY AUTHORITY**

The rules contained in *Robert's Rules of order Newly Revised*, shall govern the proceedings of OREA in all cases to which they are applicable and in which they are not inconsistent with these Bylaws.

Amended by the OREA State Convention in Salem on the 8<sup>th</sup> day of October, 2001  
 Approved by the OREA State Convention the 8<sup>th</sup> day of October, 2001

Amended by the OREA State Convention in Pendleton on the 17<sup>th</sup> day of May, 2004  
 Approved by the OREA State Convention in Pendleton on the 17<sup>th</sup> day of May, 2004  
 Effective Date May 17, 2004

CONSTITUTION AND BYLAWS COMMITTEE (2003-2004)  
 Don VanEtten, Coordinator  
 Committee: Roy Nellerroe, Johannes Spronk, Paul Zastrow

**STANDING RULES  
FOR THE  
OREGON RETIRED EDUCATION ASSOCIATION**

**I. ORGANIZATION OF NEW UNITS**

1. New Units may become Member units of OREA by applying for a charter from the OREA Executive Committee which shall certify to AARP/NRTA that all requirements have been met. The OREA Executive Committee then requests that a charter be issued to the new Unit.
2. Each new Unit, upon becoming a Member Unit of OREA, shall be issued an appropriate document bearing its identifying Unit number and statement of Charter. Unit identification numbers shall begin with the Arabic number "1" and shall be issued in sequence based on the date on which the charter is issued.
3. Dissolution of Units within OREA must be approved by the OREA Executive Board. Dissolved Unit must be responsible for paying all liabilities, funding scholarships or other desired use of their money then disperse remaining assets to either the OREA State Treasurer or the OREA Memorial Fund, Inc. or to the Unit the Memberships is joining.
4. Reactivated Units shall retain the Unit number originally given when first organized.
5. Each Unit shall be encouraged to display its charter at regularly scheduled meetings of the Unit.

**II. MEMBERSHIP**

1. Persons who wish to be a member of OREA and who live in areas where there is no Local Unit may be a Member-at-large.
2. New retirees shall be granted a one year's free membership for the year of their retirement.
3. Local Unit Presidents shall notify the OREA Treasurer of deaths of OREA Members of the Unit.

**III. DUES**

1. OREA dues for state memberships shall be <sup>20 next year</sup> fifteen (15) dollars per fiscal year.
2. Local Units may require unified dues (State and Unit) from its members' however unified dues are not required by OREA.
3. Life member previous to 2004 may voluntarily donate ten (10) dollars in lieu of OREA dues.
4. Dues paid after May 1 shall be credited to the ensuing fiscal year.

**IV. REIMBURSEMENTS**

1. All requests for reimbursements shall be submitted on a voucher obtained from the Treasurer. Receipts shall be attached to the voucher.
2. All vouchers requesting reimbursement must be submitted within thirty days of the incurred expense.
3. Allowable reimbursements:
  - a. OREA officers and OREA Committee Coordinators when on official duty shall be allowed expenses in the amounts specified in the annual budget for  
(1) Mileage (2) Lodging (3) Meals

## STANDING RULES

- b. Committee members when attending official committee meetings shall be allowed mileage at the rate specified in the annual budget (not to exceed the amount budgeted for that committee).
4. Allowable OREA State Convention and Other State Business Expenses.
  - a. OREA Officers and OREA Committee Coordinators shall be reimbursed for:
    - (1) \$.20 per mile (Convention and Business).
    - (2) \$50.00 per night lodging (2 nights Convention if required).
    - (3) Cost of convention meals; Business-per day limit-\$25.00-receipts required
  - b. Local Units: Convention Only
    - (1) Up to 3 Officers
      - (a) \$40.00 per night, limit-1 night per receipted room
      - (b) 1/2 cost of convention meals (round to nearest dollar)
    - (2) Mileage is the responsibility of the local Unit.
    - (3) Reimbursements will be paid to local Units by OREA. It is their responsibility to distribute the money.
    - (4) Local Units are expected to assist their delegates with convention funding.

## V. OREA NEWSLETTER

1. The official publication of OREA shall be known as the CHALKBOARD
2. The number of issues and dates for publication shall be determined by the Executive Committee.
3. The CHALKBOARD shall be mailed to each OREA Member
4. Contents of the CHALKBOARD shall be determined by the Executive Board and shall express the wishes of the Membership

## VI. MISCELLANEOUS STANDING RULES

1. Election or appointment to any office or other appointments shall require currently paid-up membership in OREA.
2. No individual member nor any Local Unit of OREA shall act on behalf of OREA without proper authorization. In an emergency the OREA Executive Committee may act.
3. All correspondence or other mailings of Local Units shall carry the mailing Unit's name and Unit number, e.g., Sunset Unit 12.
4. Commercial advertising or displays may be allowed in meeting rooms used by OREA only at the discretion of the OREA Executive Board.
5. Only Arabic numbers shall be used on Unit publications
6. As soon as possible after the Bylaws and Standing Rules are approved, Local Units are requested to review their Bylaws so that they are consistent with the OREA Bylaws.

Approved by the OREA State Convention on the 8<sup>th</sup> day of October, 2001  
Amended by the OREA State Convention at Pendleton on the 17 day of May, 2004



# Oregon Retired Educators Assn.

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## President's Message

Thank you for visiting the website of **Oregon Retired Educators Association**. We are the statewide organization for retired educators, a non-profit affiliate of the NRTA (National Retired Teachers Association): *AARP's Educator Community*.

Our purpose is to provide a framework through which retired members can continue a life of service to their colleagues, communities, and especially to students of all ages.



As educators we have spent our lives stimulating and nurturing the minds of our students and have embraced a lifestyle of curiosity and inquiry. Retirement from a formal career in education does not mean that this urge to learn and share our insights disappears. OREA can help you find ways to exercise your expertise and passion for learning and education.

In this spirit, OREA has adopted Staying Sharp as its guiding theme for 2007-2009. Concerns about brain health and cognitive fitness become stronger as we age. Everyone, particularly educators, wants to do all they can to maintain and even enhance their cognitive fitness throughout life. To learn more about Staying Sharp go to the link on our website.

All education retirees are invited to join OREA. Our membership includes teachers, administrators, classified staff, and all who have an interest in education. There are fourteen active Units in Oregon ; local units establish their own dues (\$20 to \$30 per year) and hold monthly meetings. You are warmly invited to contact us for more information and to find a Unit near your home.

Best regards,  
Dr. Margaret Dutton, President

Oregon Retired Educators Association  
Phone: 541-928-9644 or [margaretdutton@hotmail.com](mailto:margaretdutton@hotmail.com)

To contact us, see list on “Contact Us” webpage.



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## Contact Us:

For information about OREA, its programs, benefits, membership, or other issues, contact any of the OREA officers. To contact AARP, use it's new toll free phone number: 1-866-554-5360.

### OREA Officers

Margaret Dutton, President  
 P. O. Box 157  
 Albany, OR 97321  
 Ph 541-928-9644  
 Email [margaretdutton@hotmail.com](mailto:margaretdutton@hotmail.com)

Paul Zastrow, 2nd VP  
 5690 Collins Road  
 Hood River, OR 97031  
 Ph 541-345-1002  
 Email [pzastrow@gorge.net](mailto:pzastrow@gorge.net)

Jim Black, Treasurer  
 1445 NE Hoffman Dr.  
 McMinnville, OR 97128  
 Ph 503-435-1283  
 Fax 503-474-4476  
 Email [jimblack96@comcast.net](mailto:jimblack96@comcast.net)

Glenna Sams 1st VP  
 61921 West Road  
 LaGrande, OR 97850  
 Ph 541-963-2930  
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Lona Odom, Recording Secretary  
 4604 SW Perkins  
 Pendleton, OR 97801  
 Ph 541-276-5058  
 Email [odom@wtechlink.net](mailto:odom@wtechlink.net)

Roy Nellermoe  
 Immediate Past President  
 3035 Wy'east Rd.  
 Hood River, OR 97031  
 Ph 541-354-1007  
 Email [rdnell@yahoo.com](mailto:rdnell@yahoo.com) or [nell@gorge.net](mailto:nell@gorge.net)





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## Oregon Retired Educators Association Membership Benefits

In the words of our founder, Dr. Ethel Percy Andrus, membership offers “the cultivation of community commitments...the adoption of wider interests...” The **Oregon Retired Educators Association** invites you to become a member. America’s schools are a great national treasure. You can probably remember how a teacher, coach, or other educator touched your life. Now is the time to give back by joining an organization with the motto: **To serve; not to be served.**

### Reasons to Join

#### Serving

- Continued support of education
- Volunteer activities
- Scholarship programs
- Legislative advocacy

#### Learning

- Health and consumer information
- Access to national health benefits program

#### Enjoying

- Fellowship with retired colleagues
- Chalkboard Newsletter
- Collaboration with AARP/NRTA

OREA is non-profit statewide organization with 14 local units throughout the State. Dues are \$20-\$30 per year We are the statewide organization for retired educators, a non-profit affiliate of the (NTRA) National Retired Teachers Association: *AARP's Educator Community*.

Some examples of OREA projects include:

- SMART reading program volunteers
- Giving books to new parents
- Education about brain research and healthy aging
- Donation of school supplies to local classrooms
- Providing gifts of clothing/personal care items to victims of domestic violence.

**Oregon Retired Educators Association** membership offers learning experiences, personal growth, fellowship with interesting people, and a chance to serve others. All those who have an interest in education: volunteers, teachers, administrators, classified staff, and board members are welcome. For further information see the “Contact Us” page on our website or call 541-928-9644.

## “Member Only” Benefits for OREA Members

The Oregon Retired Educators Association (OREA) has endorsed Association Member Benefits Advisors (AMBA) to provide supplemental benefits for its membership. Once you are a member of OREA, you can take advantage of the following:

## Long Term Care / Home Health Care Insurance

- Final Expense Whole Life Insurance
- First Diagnosis Cancer Insurance
- Medicare Supplement Insurance
- Tax Deferred Annuity
- Vision Plan
- Medical Air Transportation Services
- Hearing Benefits
- Group Travel Program
- Travel and Resort Program
- Hotel Discount Program
- Rental Car Discounts
- Computer Discounts
- Wholesale Warehouse Cash Card

To learn more about these benefits, please visit the website [www.amba.info](http://www.amba.info) or call AMBA at 800.258.7041.



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## Announcements:

### Examples of Scholarships Available Through OREA 2007-2008

**Memorial Board** Our Memorial Board awards two \$1,000 scholarships annually; one each to a grad in the field of Gerontology at OSU and PSU.

#### Salem Retired Educators Association-Unit 2

SREA annual scholarships go to two future teachers who are in their last terms in the teacher training program. This year each winner received \$600 to go toward their college expenses. Both recipients spoke at one of the SREA meetings. Contributed by Ruth Aydelott, Unit 2 President.

#### Umatilla/Morrow County-Unit 9

The Morrow/Umatilla unit of Oregon Retired Educators selected two students who will each receive a \$750 scholarship for the coming school year. The unit gives scholarships annually to students who are either college undergraduates or post graduates who are studying for a career in education.

#### Linn-Benton Counties-Unit 18

Unit 18 contributed \$200 and 17 books to a grade school in New Orleans which had been devastated by Hurricane Katrina. The project was through The Heart Of America. Unit 18 also supports the SMART reading program.

#### Mid Columbia /The Dalles/Hood River-Unit 20

Our Unit 20 awards one \$750 scholarship annually to a 4-yr. college student in their third, fourth, or fifth year with aspirations of becoming a teacher.

### **King City-Unit 34**

Unit 34 gave two \$500 scholarships this year.

### **Yamhill County-Unit 37**

Unit 37 gives a \$1,000 award to a student in Yamhill County attending Linfield, George Fox College , or Western Oregon University in Monmouth (WOU). The funds may be used at the discretion of the student teacher—for supplies, clothes, gas, etc. The recipient is a guest speaker at one of the Unit's spring meetings.

## **We Did This! 2006-2007 Projects**

Contributed by Unit 34 King City --this is a partial list!

- Monthly speakers on: poverty, genealogy, elder law
- Made and sold Christmas swags for the scholarship fund
- Items collected for the King City Rehabilitation Center
- Collected eye glasses, walkers, canes, hearing aides for those in need
- Worked at Loaves and Fishes
- Provided workers and food for the Good Neighbor Center
- Taught female inmates at Coffee Creek Correctional Facility to make quilts
- And much more

## **Invitation to Start a New Unit**

OREA is interested in helping you start a new unit or renew one. At the state level there are resources to reach out and support this effort. If you would like assistance, please contact me as soon as possible. We have exciting new directions.

Margaret Dutton, President

Phone: 1-541-928-9644

Email: [margaretdutton@hotmail.com](mailto:margaretdutton@hotmail.com)



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## A New Focus for Oregon Retired Educators Association: Brain Health and Staying Sharp

**Staying Sharp Program:** Oregon Retired Educators Association's focus for 2007-2009.

*"The aging mind, if we take care of it and avoid disease, has the potential for growth, creativity and wisdom." : Dr. Gene Cohen*

*New research has discovered that our brains are not hard-wired; instead the brain continues to replace old cells and connections even through advanced age. Source: Roger Anunsen*

Staying Sharp is a national effort to promote understanding about the brain and brain health led by NRTA: AARP's Educator Community and The Dana Alliance for Brain Initiatives. **Oregon Retired Educators Association** has been chosen as a lead organization in the Oregon Brain Health Initiative (OBHI), which is designed to bring the healthy brain message to the people of our state.

Our resource team of Stuart Langton, Roger Anunsen, Michael Patterson, and local AARP staff are leading us in a pilot project that focuses on delivering the message of brain health throughout Oregon using short presentations by members of **Oregon Retired Educators Association**.

The study of recent brain research is a "draw" for new membership; we all have an interest in staying mentally sharp and agile. In next year's calendar, most Units are already planning at least one meeting devoted specifically to brain study with regular updates and OBHI announcements expected at each meeting.

In a larger sense, all of our meeting topics are related to Staying Sharp. Agendas such as legislative updates, guest speakers, travel reports, entertainment, healthy menus, and time to visit with friends all contribute to better brain cells! Here's to an exciting and "memorable" year ahead.

# BrainWell

## Brain Wellness Initiative

### Oregon

**“The aging mind, if we can avoid disease and take care of it, has the potential for continued growth, creativity and wisdom.”** Dr. Gene Cohen, M.D., Ph.D.

The Brain Wellness Initiative in Oregon (BrainWell) is a collaborative effort to promote brain health and wellness led by AARP Oregon, the Oregon Retired Educators Association and Oregon Health & Sciences University. BrainWell is supported at the national level by the 2award-winning Staying Sharp program from NRTA: *AARP's Educator Community* and the Dana Alliance for Brain Initiatives.

#### **BrainWell Goals:**

- Increase awareness of the importance of brain wellness, with a focus on the potential of the mature mind.
- Challenge the perception that cognitive decline is inevitable with age.
- Provide accurate scientific information about how to maintain and improve brain wellness, based on the latest insights in brain research.
- Encourage people to adopt behaviors that promote brain wellness.

#### **BrainWell Activities:**

- BrainWell provides free Oregon BrainWell Calendars (online and hard copy) that highlight brain wellness educational presentations and activities in communities throughout the state of Oregon.
- Using staff and volunteers from participating organizations, BrainWell offers free brain wellness presentations developed by the Staying Sharp program from NRTA: *AARP's Educator Community*.

#### **How Can You and Your Organization Get Involved?**

For information about scheduling a Brain Wellness Presentation, leave your name and phone number at 877-926-8300 or send an e-mail to [bwio@aarp.org](mailto:bwio@aarp.org). Reservations may be made for Fall of 2007 or Winter/Spring of 2008. The calendar for Fall of 2007 will be available in early September and requests for fall programs must be received by August 15 with a December 14 deadline for the 2008 calendar.



Oregon Retired Educators Association 010-350664

What specific activities does the group perform? Working for retired educators in the state of Oregon. The association provides fellowship through activities and local meetings, advocacy through monitoring pension and legislation issues, and benefits.

How will this product be marketed in North Carolina? Direct Mail. Who will be marketing it in North Carolina? AMBA will mail on behalf of the Association.

How is a member recruited? Recruited by members in their geographic area, recruited by those they know in the organization. Word of mouth, direct mail, etc.

How does a member qualify? A party interested in retirement from education in Oregon.

Exact name and location of policyholder. Oregon Retired Educators Association, 61921 West Road, LaGrande, OR 97850

How many members total? How many participating? 21

List of due paying members in Arkansas, names and full addresses: Per the broker "The associations ask us not to release names and addresses due to confidentiality. We must direct the state of Arkansas to contact OREA directly."

Board of Directors - Names, Employer, Occupation

Margaret Dutton, retired, officer  
Glenna Sams, retired, officer  
Paul Zastrow, retired, officer  
Lona Odom, retired, officer  
Jim Black, retired, officer  
Roy Nellerhoe, retired, officer  
Jeri Mackley, retired  
Ruth Aydelott, retired  
Dorothy Throne, retired  
Winnie Whit, retired  
Art Bierdman, retired  
Vern Willcox, retired  
Dick Strycker, retired  
Pam Morrison, retired  
Barbara Rich, retired  
Lonnie Myers, retired  
Merrijo Gredler, retired  
Marilyn Hall, retired  
Marcia Rau, retired  
Ruben Moore, retired

Officers Information - Names, Number of Years Served

Margaret Dutton, retired, officer, 2 years

Glenna Sams, retired, officer, 2 years

Paul Zastrow, retired, officer, 2 years

Lona Odom, retired, officer, 2 years

Jim Black, retired, officer, 2 years

Roy Nellerroe, retired, officer, 4 years

Is the association incorporated? If so, what state? **Yes. Oregon.**

Is there an office in Arkansas? **No.**

Does the association receive compensation of any kind from the insurer issuing contracts to it's members? **No.**

Does Arkansas part of Organization have any Officers, Committees, or Chapters? If so, give details. **NA**

2008

Open to Public Inspection

Form 990-EZ

Short Form Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

Sponsoring organizations of donor advised funds and controlling organizations as defined in section 512(b)(13) must file Form 990. All other organizations with gross receipts less than \$1,000,000 and total assets less than \$2,500,000 at the end of the year may use this form.

The organization may have to use a copy of this return to satisfy state reporting requirements.

Department of the Treasury Internal Revenue Service

A For the 2008 calendar year, or tax year beginning July 1, 2008, 2008, and ending June 30, 20 09

B Check if applicable: Address change, Name change, Initial return, Termination, Amended return, Application pending. C Name of organization: Oregon Retired Educators Association. D Employer identification number: 93 6031396. E Telephone number: (503) 435-1283. F Group Exemption Number.

Section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A (Form 990 or 990-EZ).

G Accounting method: [X] Cash [ ] Accrual Other (specify)

I Website: jimblack96@comcast.net

H Check [ ] if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

J Organization type (check only one): [X] 501(c) ( 4 ) (insert no.) [ ] 4947(a)(1) or [ ] 527

K Check [X] if the organization is not a section 509(a)(3) supporting organization and its gross receipts are normally not more than \$25,000. A return is not required, but if the organization chooses to file a return, be sure to file a complete return.

L Add lines 5b, 6b, and 7b, to line 9 to determine gross receipts; if \$1,000,000 or more, file Form 990 instead of Form 990-EZ

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (See the instructions for Part I.)

Table with 21 rows for Revenue (lines 1-9), Expenses (lines 10-17), and Net Assets (lines 18-21). Includes handwritten 'RECEIVED' stamp and '55506' value on line 9.

Part II Balance Sheets. If Total assets on line 25, column (B) are \$2,500,000 or more, file Form 990 instead of Form 990-EZ.

(See the instructions for Part II.)

Table with 7 rows for Balance Sheets (lines 22-27) with columns for (A) Beginning of year and (B) End of year.

SCANNED NOV 02 2009

Handwritten number 24



**Part V Other Information** (Note the statement requirements in the instructions for Part VI.)

		Yes	No
<b>33</b>	Did the organization engage in any activity not previously reported to the IRS? If "Yes," attach a detailed description of each activity . . . . .		
<b>34</b>	Were any changes made to the organizing or governing documents but not reported to the IRS? If "Yes," attach a conformed copy of the changes . . . . .		
<b>35</b>	If the organization had income from business activities, such as those reported on lines 2, 6a, and 7a (among others), but not reported on Form 990-T, attach a statement explaining your reason for not reporting the income on Form 990-T.		
<b>a</b>	Did the organization have unrelated business gross income of \$1,000 or more or section 6033(e) notice, reporting, and proxy tax requirements? . . . . .		
<b>b</b>	If "Yes," has it filed a tax return on <b>Form 990-T</b> for this year? . . . . .		
<b>36</b>	Was there a liquidation, dissolution, termination, or substantial contraction during the year? If "Yes," complete applicable parts of Schedule N . . . . .		
<b>37a</b>	Enter amount of political expenditures, direct or indirect, as described in the instructions. ▶ <b>37a</b>		
<b>b</b>	Did the organization file <b>Form 1120-POL</b> for this year? . . . . .		
<b>38a</b>	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still unpaid at the start of the period covered by this return? . . . . .		
<b>b</b>	If "Yes," complete Schedule L, Part II and enter the total amount involved . . . . . <b>38b</b>		
<b>39</b>	Section 501(c)(7) organizations. Enter:		
<b>a</b>	Initiation fees and capital contributions included on line 9 . . . . . <b>39a</b>		
<b>b</b>	Gross receipts, included on line 9, for public use of club facilities . . . . . <b>39b</b>		
<b>40a</b>	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ▶ _____ ; section 4912 ▶ _____ ; section 4955 ▶ _____		
<b>b</b>	Section 501(c)(3) and (4) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year or did it become aware of an excess benefit transaction from a prior year? If "Yes," complete Schedule L, Part I . . . . .		
<b>c</b>	Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 . . . . . ▶ _____		
<b>d</b>	Enter amount of tax on line 40c reimbursed by the organization . . . . . ▶ _____		
<b>e</b>	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T. . . . .		
<b>41</b>	List the states with which a copy of this return is filed. ▶ _____		
<b>42a</b>	The books are in care of ▶ _____ Telephone no. ▶ ( _____ ) Located at ▶ _____ ZIP + 4 ▶ _____		
<b>b</b>	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? . . . . .	<b>Yes</b>	<b>No</b>
	If "Yes," enter the name of the foreign country: ▶ _____		
	See the instructions for exceptions and filing requirements for <b>Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts</b> .		
<b>c</b>	At any time during the calendar year, did the organization maintain an office outside of the U.S.? . . . . .		
	If "Yes," enter the name of the foreign country: ▶ _____		
<b>43</b>	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of <b>Form 1041</b> —Check here ▶ <input type="checkbox"/> and enter the amount of tax-exempt interest received or accrued during the tax year . . . . . ▶ <b>43</b>		
<b>44</b>	Did the organization maintain any donor advised funds? If "Yes," Form 990 must be completed instead of Form 990-EZ . . . . .		
<b>45</b>	Is any related organization a controlled entity of the organization within the meaning of section 512(b)(13)? If "Yes," Form 990 must be completed instead of Form 990-EZ . . . . .		

**Part VI Section 501(c)(3) organizations only.** All section 501(c)(3) organizations must answer questions 46-49 and complete the tables for lines 50 and 51.

- |   |            | Yes | No |
|---|------------|-----|----|
| 46 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I . . . . . | <b>46</b>  |     |    |
| 47 Did the organization engage in lobbying activities? If "Yes," complete Schedule C, Part II . . . . .   | <b>47</b>  |     |    |
| 48 Is the organization operating a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E . . . . .   | <b>48</b>  |     |    |
| 49a Did the organization make any transfers to an exempt non-charitable related organization? . . . . .   | <b>49a</b> |     |    |
| <b>b</b> If "Yes," was the related organization(s) a section 527 organization? . . . . .  | <b>49b</b> |     |    |
- 50 Complete this table for the five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and address of each employee paid more than \$100,000	(b) Title and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans & deferred compensation	(e) Expense account and other allowances
Total number of other employees paid over \$100,000 ▶				

51 Complete this table for the five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and address of each independent contractor paid more than \$100,000	(b) Type of service	(c) Compensation
Total number of other independent contractors each receiving over \$100,000 ▶		

**Sign Here**

Under penalties of perjury, I declare that I have examined this return and believe it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has knowledge.

▶ *James E. Black*  
Signature of officer

▶ **James E. Black, Treasurer**  
Type or print name and title.

**Paid Preparer's Use Only**

Preparer's signature ▶

Firm's name (or yours if self-employed), address, and ZIP + 4 ▶

May the IRS discuss this return with the preparer shown above?