



GROUP BENEFIT
SOLUTIONS

SHORT TERM DISABILITY INCOME PLAN

OF

MIDWESTERN UNIVERSITY

(the "Employer")

PLAN EFFECTIVE DATE: April 01, 2023

END OF PLAN YEAR: December 31

PLAN ANNIVERSARY DATE: January 1

The Employer adopted, on the effective date above, a short term disability income plan (the "Plan") to provide short term disability income benefits to eligible employees of the Employer and participating affiliated companies. The Plan is set forth below and applies to all employees who are in Active Service on or after the Plan Effective date.

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SECTION 1

SCHEDULE OF BENEFITS

Classes of Eligible Employees

Class 1: All active, Full-time Employees of the Employer regularly working a minimum of 20 hours per week in the United States, who are citizens or permanent resident aliens of the United States.

SCHEDULE OF BENEFITS FOR CLASS 1

Eligibility Waiting Period

For Employees hired on or before the Plan Effective Date:

After 6 months of Active Service.

For Employees hired after the Plan Effective Date:

After 6 months of Active Service.

The Eligibility Waiting Period does not apply if a former Employee is rehired within 90 days after his or her termination date and the former Employee had satisfied the Eligibility Waiting Period prior to his or her termination date. If a former Employee did not fully satisfy the Eligibility Waiting Period prior to his or her termination date, credit will be given for any time that was satisfied.

Definition of Disability/Disabled

The Employee is considered Disabled if, solely because of covered Injury or Sickness, he or she is :

1. unable to perform all of the material duties of his or her Regular Job, and
2. unable to earn 80% or more of his or her Covered Earnings from working in his or her Regular Job.

The Plan will require proof of earnings and continued Disability.

Definition of Covered Earnings

Covered Earnings means an Employee's wage or salary as received from and as reported by the Employer for work performed for the Employer as in effect just prior to the date Disability begins. A change in the amount of Covered Earnings is effective on the date of the change.

It includes:

1. Employee's contribution made through a salary reduction agreement with the Employer to:
 - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p) or 457 deferred compensation arrangement; or
 - b. An executive nonqualified deferred compensation agreement
2. Amounts contributed to an Employee's fringe benefits according to a salary reduction agreement under an IRC Section 125 Plan.

Any increase in an Employee's Covered Earnings will not be effective during a period of continuous Disability.

Elimination Period

For Accident: 5 business days

For Sickness: 5 business days

Gross Disability Benefit

An amount determined using the payment schedule below based on the Employee's length of service and the duration of his or her Disability.

Years of Service

6 months - 3 years of service

3 years, 1 day - 9 years of service

9 years, 1 day or more of service

Benefit Amount

60% of your Predisability Earnings

80% of your Predisability Earnings

100% of your Predisability Earnings

Maximum Disability Benefit None

Minimum Disability Benefit \$15.00 per week

Disability Benefit Calculation

The Disability Benefit for any week the Employee is Disabled is the Gross Disability Benefit minus Other Income Benefits.

“Other Income Benefits” means any benefits listed in the Other Income Benefits provision that an Employee receives on his or her own behalf or for dependents, or which the Employee's dependents receive because of the Employee's entitlement to Other Income Benefits.

Maximum Benefit Period

For Accident: 26 weeks in a rolling 52 week period

For Sickness: 26 weeks in a rolling 52 week period

Maternity:

Normal Delivery: 6 weeks from the date Short Term Disability Benefit becomes payable or the date of delivery, if later.

C-Section Delivery: 8 weeks from the date Short Term Disability Benefit becomes payable or the date of delivery, if later.

SECTION 2

ELIGIBILITY FOR PLAN PARTICIPATION

An Employee in one of the Classes of Eligible Employees shown in the Schedule of Benefits is eligible to participate on the Plan Effective Date, or the day after he or she completes the Eligibility Waiting Period, if later. The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for participation. It will be extended by the number of days the Employee is not in Active Service.

Except as noted in the Reinstatement Provision, if an Employee terminates coverage and later wishes to reapply, or if a former Employee is rehired after the time period shown for rehires under the Eligibility Waiting Period, a new Eligibility Waiting Period must be satisfied. An Employee is not required to satisfy a new Eligibility Waiting Period if insurance ends because he or she is no longer in a Class of Eligible Employees, but continues to be employed and within one year becomes a member of an eligible class.

SECTION 3

EFFECTIVE DATE OF PLAN PARTICIPATION

An Employee will be covered under the Plan on the date he or she becomes eligible, if the Employee is not required to contribute to the cost of this Plan participation.

If an Employee is not in Active Service on the date Plan participation would otherwise be effective, it will be effective on the date he or she returns to any occupation for the Employer on a Full-time basis.

SECTION 4

TERMINATION OF PLAN PARTICIPATION

An Employee's participation will end on the earliest of the following dates:

1. the date the Employee is eligible for participation under a plan intended to replace this Plan.
2. the date the Plan terminated.
3. the date the Employee is no longer in an eligible class.
4. the day after the end of the period for which the Employee ceases to make his or her contribution to the Plan, if applicable.
5. the date the Employee is no longer in Active Service.
6. the date benefits end for failure to comply with the terms and conditions of the Plan.

SECTION 5

CONTINUATION OF PLAN PARTICIPATION

This Continuation of Plan Participation provision modifies the Termination of Plan Participation provision to allow participation to continue under certain circumstances if the Employee is no longer in Active Service. Coverage that is continued under this provision is subject to all other terms of the Termination of Plan Participation provisions.

Disability participation under the Plan continues if an Employee's Active Service ends due to a Disability for which benefits under the Plan are or may become payable. If the Employee does not return to Active Service, the participation under the Plan ends when the Disability ends or when benefits are no longer payable, whichever comes first.

If an Employee's Active Service ends due to personal or family medical leave approved timely by the Employer, participation under the Plan will continue for an Employee for up to 12 weeks.

If an Employee's Active Service ends due to any other leave of absence approved in writing by the Employer prior to the date the Employee ceases work, participation under the Plan will continue for an Employee for up to 12 week(s). An approved leave of absence does not include Furlough, layoff or termination of employment.

If an Employee's Active Service ends due to any other excused short term absence from work that is reported to the Employer timely in accordance with the Employer's reporting requirements for such short term absence, participation under the Plan for an Employee will continue until the earlier of:

- a) the date the Employee's employment relationship with the Employer terminates;
- b) the end of the 30-day period that begins with the first day of such excused absence;
- c) the end of the period for which such short term absence is excused by the Employer.

Notwithstanding any other provision of this Plan, if an Employee's Active Service ends due to layoff, termination of employment, or any other termination of the employment relationship, participation under the Plan will terminate and Continuation of Plan Participation under this provision will not apply.

If an Employee's participation is continued pursuant to this Continuation of Plan Participation provision, and he or she becomes Disabled during such period of continuation, Disability Benefits will not begin until the later of the date the Elimination Period is satisfied or the date he or she is scheduled to return to Active Service.

SECTION 6

DESCRIPTION OF BENEFITS

The following provisions explain the benefits available under the Plan. Please see the Schedule of Benefits for the applicability of these benefits to each Class of Eligible Employees.

Disability Benefits

The Plan will pay Disability Benefits if an Employee becomes Disabled while covered under this Plan. The Employee must satisfy the Elimination Period, be under the Appropriate Care of a Physician, and meet all the other terms and conditions of the Plan. He or she must provide the Plan, at his or her own expense, satisfactory proof of Disability before benefits will be paid. The Disability Benefit is shown in the Schedule of Benefits.

The Plan will require continued proof of the Employee's Disability for benefits to continue.

Elimination Period

The Elimination Period is the period of time an Employee must be continuously Disabled before Disability Benefits are payable. The Elimination Period is shown in the Schedule of Benefits.

A period of Disability is not continuous if separate periods of Disability result from unrelated causes.

Disability Benefit Calculation

The Disability Benefit Calculation is shown in the Schedule of Benefits. Disability Benefits are based on the number of days in a normally scheduled work week for the Employee immediately before the onset of Disability. They will be prorated if payable for any period less than a week. If an Employee is working while Disabled, the Disability Benefit Calculation will be the Return to Work Incentive Benefit Calculation.

Minimum Benefit

The Plan will pay the Minimum Benefit regardless of any reductions made for Other Income Benefits. However, if there is an overpayment due, this benefit may be reduced to recover the overpayment.

Other Income Benefits

An Employee for whom Disability Benefits are payable under this Plan may be eligible for benefits from Other Income Benefits. If so, the Plan may reduce the Disability Benefits by the amount of such Other Income Benefits.

Other Income Benefits include:

1. any amounts received (or assumed to be received*) by the Employee or his or her dependents under:
 - (a) the Canada and Quebec Pension Plans;
 - (b) the Railroad Retirement Act;
 - (c) any local, state, provincial or federal government disability, paid leave or retirement plan or law provided as a result of employment with the Employer, which are payable for an absence from work for which Disability Benefits are payable under this Policy;
 - (d) any sick leave or salary continuation plan of the Employer;
 - (e) any work loss provision in mandatory "No-Fault" auto insurance;
2. any Social Security disability or retirement benefits the Employee or any third party receives (or is assumed to receive*) on his or her own behalf or for his or her dependents; or which his or her dependents receive (or are assumed to receive*) because of his or her entitlement to such benefits;
3. any Retirement Plan benefits funded by the Employer. "Retirement Plan" means any defined benefit or defined contribution plan sponsored or funded by the Employer. It does not include an individual deferred compensation agreement; a profit sharing or any other retirement or savings plan maintained in addition to a defined benefit or other defined contribution pension plan, or any employee savings plan including a thrift, stock option or stock bonus plan, individual retirement account or 401(k) plan;
4. any proceeds payable under any franchise or group insurance or similar plan. If other insurance applies to the same claim for Disability, and contains the same or similar provision for reduction because of other insurance, the Plan will pay for its pro rata share of the total claim. "Pro rata share" means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies;
5. any amounts paid because of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.

Dependents include any person who receives (or is assumed to receive*) benefits under any applicable law because of an Employee's entitlement to benefits.

* See the Assumed Receipt of Benefits provision.

Increases in Other Income Benefits

Any increase in Other Income Benefits during a period of Disability due to a cost of living adjustment will not be considered in calculating the Employee's Disability Benefits after the first reduction is made for any Other Income Benefits. This section does not apply to any cost of living adjustment for Disability Earnings.

Lump Sum Payments

Other Income Benefits or earnings paid in a lump sum will be prorated over the period for which the sum is given. If no time is stated, the lump sum will be prorated over five years.

If no specific allocation of a lump sum payment is made, then the total payment will be an Other Income Benefit.

Assumed Receipt of Benefits

The Plan will assume the Employee is and his or her dependents are receiving benefits for which they are eligible from Other Income Benefits. The Plan will reduce the Employee's Disability Benefits by the amount from Other Income Benefits it estimates are payable to the Employee and his or her dependents.

The Plan will waive Assumed Receipt of Benefits, except for Disability Earnings for work the Employee performs while Disability Benefits are payable, if the Employee:

1. provides satisfactory proof of application for Other Income Benefits;
2. signs a Reimbursement Agreement;
3. provides satisfactory proof that all appeals for Other Income Benefits have been made unless the Plan determines that further appeals are not likely to succeed; and
4. submits satisfactory proof that Other Income Benefits were denied.

The Plan will not assume receipt of any pension or retirement benefits that are actuarially reduced according to applicable law, until the Employee actually receives them.

The Plan may limit its waiver of Assumed Receipt of Benefits at its discretion.

Successive Periods of Disability

A separate period of Disability will be considered continuous:

1. if it results from the same or related causes as a prior Disability for which weekly benefits were payable; and
2. if, after receiving Disability Benefits, the Employee returns to work in his Regular Job for less than **14** consecutive days; and
3. if the Employee earns less than the percentage of Covered Earnings that would still qualify him or her to meet the definition of Disability/Disabled during at least one week.

Any later period of Disability, regardless of cause, that begins when the Employee is eligible for participation under another group disability plan provided by any employer will not be considered a continuous period of Disability.

For any separate period of disability which is not considered continuous, the Employee must satisfy a new Elimination Period.

SECTION 7

RECOVERY OF OVERPAYMENT

The Plan has the right to recover any benefits it has overpaid. The Plan may use any or all of the following to recover an overpayment:

1. request a lump sum payment of the overpaid amount;
2. reduce any amounts payable under this Plan; and/or;
3. take any appropriate collection activity available to it.

The Minimum Benefit amount will not apply when Disability Benefits are reduced in order to recover any overpayment.

If an overpayment is due when the Employee dies, any benefits payable under the Plan will be reduced to recover the overpayment.

SECTION 8

ADDITIONAL BENEFITS

Termination of Disability Benefits

Benefits will end on the earliest of the following dates:

1. the date the Employee earns from any occupation, more than the percentage of Covered Earnings set forth in the definition of Disability.
2. the date the Plan determines he or she is not Disabled.
3. the end of the Maximum Benefit Period.
4. the date the Employee dies.
5. the date the Employee is no longer receiving Appropriate Care.
6. the date the Employee fails to cooperate with the Plan in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

SECTION 9

EXCLUSIONS

The Plan will not pay any Disability Benefits for a Disability that results, directly or indirectly, from:

1. suicide, attempted suicide, or self-inflicted injury while sane or insane.
2. war or any act of war, whether or not declared.
3. active participation in a riot.
4. commission of a felony.
5. the revocation, restriction or non-renewal of an Employee's license, permit or certification necessary to perform the duties of his or her occupation unless due solely to Injury or Sickness otherwise covered by the Plan.
6. any cosmetic surgery or surgical procedure that is not Medically Necessary. "Medically Necessary" means the surgical procedure is: (a) prescribed by a Physician as required treatment of the Injury or Sickness; and (b) appropriate according to conventional medical practice for the Injury or Sickness in the locality in which the surgery is performed. The Plan will pay benefits if the Disability is caused by the Employee donating an organ in a non-experimental organ transplant procedure.
7. an Injury or Sickness for which the Employee is entitled to benefits from Worker's Compensation or occupational disease law.

8. an Injury or Sickness that is work-related.

In addition, the Plan will not pay Disability Benefits for any period of Disability during which the Employee is incarcerated in a penal or corrections institution.

SECTION 10

CLAIM PROVISIONS

Notice of Claim

Written notice or any other electronic/telephonic means authorized by the Administrator must be given to the Plan within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written notice or any other electronic/telephonic means authorized by the Administrator is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible.

Claim Forms

When the Plan receives written notice of claim, it will send claim forms for filing proof of loss. If claim forms are not sent within 15 days after notice is received by the Plan Administrator, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof of the nature and extent of the loss.

Claimant Cooperation Provision

Failure of a claimant to cooperate with the Plan in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Proof of Loss

Written proof of loss must be given to the Plan within 90 days after the date of the loss for which a claim is made. If written proof of loss is not given in that time, the claim will not be invalidated nor reduced if it is shown that written proof of loss was given as soon as was reasonably possible. In any case, written proof must be given not more than a year after that 90 day period. If written proof of loss is provided outside of these time limits, the claim will be denied. These time limits will not apply while the person making the claim lacks legal capacity.

Within 30 days of a request, written proof of continued Disability and Appropriate Care by a Physician must be given to the Plan.

Time of Payment

Disability Benefits will be paid at regular intervals of not less frequently than once a week. Any balance, unpaid at the end of any period for which the Plan is liable, will be paid at that time.

To Whom Payable

Disability Benefits will be paid to the Employee. If any person to whom benefits are payable is a minor or is declared by a court as incompetent or, in the opinion of the Plan, is not able to give a valid receipt, such payment will be made to his or her legal guardian. However, if no request for payment has been made by the legal guardian, the Plan, may at its option, make payment to the person or institution appearing to have assumed custody and support.

If an Employee dies while any Disability Benefits remain unpaid, the Plan may, at its option, make direct payment to any of the following living relatives of the Employee: spouse, mother, father, children, brothers or sisters; or to the executors or administrators of the Employee's estate. The Plan may reduce the amount payable by any indebtedness due.

Payment in the manner described above will release the Plan from all liability for any payment made.

Physical Examination and Autopsy

The Plan, at its expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably require. The Plan may, at its expense, require an autopsy unless prohibited by law.

Physician/Patient Relationship

The Employee will have the right to choose any Physician who is practicing legally. The Plan will in no way disturb the Physician/patient relationship.

Legal Actions

For any action directly or indirectly related to Plan benefits or for the alleged interference with ERISA protected rights, no action at law or in equity may be brought in state or federal court more than two years after i) the benefit recipient has received the initial calculation of benefits that are the subject of the claim or action, or ii) the last payment of Plan benefits, or iii) the date of notice of final adverse determination on administrative appeal.

SECTION 11**ADMINISTRATIVE PROVISIONS****Reinstatement of Plan Participation**

An Employee's participation may be reinstated if it ends because the Employee is on an unpaid leave of absence.

An Employee's participation may be reinstated only if a written request for reinstatement is received by the Plan within 31 days from the date an Employee returns to Active Service from an Employer approved unpaid leave of absence or from the military service pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). For participation to be reinstated the following conditions must be met.

1. An Employee must be in a Class of Eligible Employees.
2. The required contribution must be paid, if applicable.

Reinstated participation will be effective on the date the Employee returns to Active Service. If an Employee did not fully satisfy the Eligibility Waiting Period before participation ended due to an unpaid leave of absence, credit will be given for any time that was satisfied.

SECTION 12

DEFINITIONS

Please note, certain words used in this plan document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

Accident

An Accident is a sudden, unforeseeable external event that causes bodily Injury to a participating employee while participation is in force under the Plan.

Active Service

An Employee is in Active Service on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

1. The Employee is performing his or her Regular Job for the Employer on a Full-time basis.
2. The day is a scheduled holiday or vacation day and the Employee was performing his or her Regular Job on the preceding scheduled work day.

An Employee is considered in Active Service on a day which is not one of the Employer's scheduled work days only if he or she was in Active Service on the preceding scheduled work day.

Appropriate Care

Appropriate Care means the determination of an accurate and medically supported diagnosis of the Employee's Disability by a Physician, or a plan established by a Physician of ongoing medical treatment and care of the Disability that conforms to generally accepted medical standards, including frequency of treatment and care.

Disability Earnings

Any wage or salary for any work performed for any Employer during the Employee's Disability, including commissions, bonus, overtime pay or other extra compensation.

Employee

For eligibility purposes, an Employee is an employee of the Employer in one of the "Classes of Eligible Employees." Otherwise, Employee means an employee of the Employer who is participating under the Plan.

Employer

The Employer and any affiliates or subsidiaries covered under the Plan.

Full-time

Full-time means the number of hours set by the Employer as a regular work day for Employees in the Employee's eligibility class.

Injury

Any accidental loss or bodily harm which results directly or indirectly of all other causes from an Accident.

Physician

Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to the Employee that is appropriate for the condition and locality. The term does not include an Employee, an Employee's spouse, the immediate family (including parents, children, siblings or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of an Employee or spouse, or a person living in an Employee's household.

Plan

Refers to the short term disability benefits provided by the Employer and affiliates as in effect from time to time.

Plan Administrator

The Plan Administrator is the person or entity chosen by the Plan to act as the administrator of the Plan, as provided for by ERISA.

Prior Plan

The Prior Plan refers to the plan of coverage or insurance providing similar benefits sponsored by the Employer in effect directly prior to the Plan Effective Date. A Prior Plan will include the plan of a company in effect on the day prior to that company's addition to this Plan after the Plan's Effective Date.

Regular Job

An Employee will be considered Disabled if, because of Injury or Sickness, he is unable to perform the material duties of his regular job. In evaluating the Disability, the Insurance Company will consider the duties of the job as it is normally performed for the Employer.

Sickness

Any physical or mental illness or disease.

SECTION 13**FUNDING POLICY**

The financial responsibility for payment of benefits under the Plan rests with the Employer, and its cost is financed by the Employer.

SECTION 14**ADMINISTRATION OF THE PLAN****Plan Administration**

The administration of the Plan shall be under the supervision of the Plan Administrator. It shall be a principal duty of the Plan Administrator to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan. The Plan Administrator will have full power to administer the Plan in all of its details, except for matters covered by other provisions of this Section, subject to the applicable requirements of law. For this purpose, the Plan Administrator's powers will include, but will not be limited to, the following authority, in addition to all other powers provided by this Plan:

- (a) To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan, including the establishment of any claims procedures that may be required by applicable provisions of law;
- (b) To interpret the Plan, its interpretation thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;

- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;
- (d) To appoint an actuary to perform an annual valuation of the benefits provided under the Plan;
- (e) To appoint such agents, counsel, accountants, producers and other persons as may be required to assist in administering the Plan; and
- (f) To allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such allocation, delegation or designation to be in writing.

Examination of Records

The Plan Administrator will make available to each participant any records under the Plan that pertain to him, for examination at reasonable times during normal business hours.

Claims Procedures

The Plan shall adopt a claims procedure to provide adequate notice to a participant whose claim is denied setting forth the specific reasons for a denial, written in a manner calculated to be understood by such person and offering a reasonable opportunity to respond in a full and fair review of such denial.

SECTION 15

MISCELLANEOUS

Effect on Employment

This Plan shall not confer upon any person any right to be continued in the employment of the Employer or a Participating Employer.

Alienation of Benefits

Except as otherwise provided by law, no benefit under this Plan may be voluntarily or involuntarily assigned or alienated.

Amendment, Suspension or Termination of the Plan

The Employer reserves the right to alter, amend or modify the Plan, and to suspend or terminate the Plan and any such payments.

Exclusivity and Enforceability

The Plan is maintained for the exclusive benefits of participants. The rights conferred upon participants and their covered dependents under this Plan, including such materials as may be incorporated herein by reference, shall be legally enforceable.