



LOS ANGELES UNIFIED SCHOOL DISTRICT
Division of Risk Management and Insurance Service
Integrated Disability Management

Donations for Catastrophic Illness (DCI) Program

DCI PROGRAM TERMS & CONDITIONS

All donations to the DCI Program participant (recipient) will be made in accordance with the terms and conditions outlined in this document.

Recipient Terms and Conditions:

A catastrophic illness or injury is defined as an extremely serious and debilitating illness, injury, impairment, or physical or mental condition causing a severe and/or significant incapacitation which has existed or is projected to exist for more than 12 consecutive weeks as certified by the employee's licensed physician practicing within the scope of his or her license.

- 1) DCI Program recipients must be a Los Angeles Unified School District (LAUSD) employee experiencing their own catastrophic illness or injury at the time of program participation.
 - a. A catastrophic illness or injury includes, but is not limited to:
 - i. A severe and/or significant incapacitation causing an inability to perform most or all Activities of Daily Living (ADLs); and/or
 - ii. A substantial limitation or loss of one or more major or critical bodily functions; and/or
 - iii. A severity of physical or mental condition symptoms resulting in a marked impairment (disability) and/or low level of functioning (distress)
 - iv. The federal Genetic Information Nondiscrimination Act of 2008, Title II (GINA) prohibits employers and other entities covered by GINA from requesting or requiring genetic information of an individual or family member, except as specifically allowed by this law.
 1. To comply with GINA, employees are not to provide any genetic information when responding to any requests for medical information as part of their participation in the DCI Program.
 - b. The catastrophic illness or injury must have existed or be projected to exist for more than 12 consecutive weeks as certified by the employee's licensed physician.
 - i. The 12 consecutive weeks must be currently occurring.
 - ii. The 12 consecutive weeks may include a combination of past and projected absences. For example, a 5-week leave previously taken due to a catastrophic illness or injury can be combined with an additional leave for the same catastrophic illness or injury projected be more than 7 weeks; which is directly connected in time by the employee's health care provider.
 - c. The DCI Program Certification of Catastrophic Illness or Injury (DCI-F3) form must be completed by the licensed physician of the employee applying to participate in the DCI Program as a recipient, confirming:
 - i. A catastrophic illness or injury exists as defined in these Terms & Conditions and the DCI Program Certification of Catastrophic Illness or Injury (DCI-F3) form.
 - ii. The catastrophic illness or injury has or is projected to cause a severe and/or significant incapacitation of more than 12 consecutive weeks.
 - iii. Licensed physician is defined as:

1. A Doctor of Medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices and performing within the scope of their practice as defined under State law.
 2. Podiatrists and clinical psychologists authorized to practice in the State and performing within the scope of their practice as defined under State law.
 3. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee is receiving treatment from a Christian Science practitioner.
 4. A health care provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing within the scope of his or her practice as defined under such law.
- iv. To comply with GINA, the DCI Program participant's licensed physician is not to provide any genetic information when responding to any requests for medical information as part of an employee's application to participate in the DCI Program as a recipient.
- d. The DCI Program is intended for employees who will likely be able to return to work.
 - i. Employees whose prognosis indicates a return to work is either not expected or highly unlikely should consider a disability retirement or a service retirement.
 - ii. A prognosis that indicates an employee is either not expected or highly unlikely to return to work does not automatically exclude an employee from program participation.
- 2) DCI Program recipients must be a LAUSD employee who accrues and is eligible to receive pay in the form of full-pay illness benefits.
 - a. DCI Program recipients must exhaust all of their own full-pay illness days, as well as, any accrued vacation as applicable before the receipt of any pledged full-pay illness days from any donating employee (have pledged full-pay illness days transferred to a receiving employee's accrual balance).
 - b. The DCI Program recipient CANNOT receive compensation from any other District (LAUSD) source outside of full-pay and half-pay illness days or accrued vacation, as applicable.
 - i. Receipt of benefits such as disability retirement allowance or Workers' Compensation salary continuation and/or Temporary Total Disability benefits automatically exclude an employee from applying to participate in the DCI Program as a recipient.
 - c. DCI Program participation can commence once:
 - i. The employee applying to participate in the DCI Program as a recipient is within several (4 – 6) weeks of exhausting all full-pay illness days, as well as, any accrued vacation days as applicable, AND
 - ii. All other requirements to apply to the DCI Program have been met.
 - 3) DCI Program recipients must be on an approved, formal Leave of Absence through the appropriate personnel division.
 - a. Formal Leave of Absence action types and reason for action statuses designated for receipt of any and all compensation from any other District (LAUSD) source (ex. Workers' Compensation, Disability Retirement, etc.) outside of full-pay and half-pay illness days or accrued vacation excludes employees from applying to participate in the DCI Program as a recipient.
 - b. If FMLA/CFRA eligible and entitled, the employee applying to participate in the DCI Program as a recipient's leave must be designated as such by the employee's site administrator (supervisor), or Human Resources staff, as applicable and appropriate.
 - c. DCI Program inquiries, applications, and/or pledges received after an employee's return to work date will not be considered.

- 4) DCI Program participation as a recipient requires applicants to identify a coordinator. The key requirements and responsibilities of the DCI Coordinator include:
 - a. Serving as the primary point of contact for the DCI Program recipient;
 - b. Corresponding with the LAUSD staff involved in the administration of the DCI Program;
 - c. Identifying employees willing to pledge their own full-pay illness days and collecting donor pledges; and
 - d. Organizing and tracking donations.
- 5) DCI Program participation as a recipient is available no more than once in a career.
 - a. Eligible employees are those who have never participated in the DCI Program as a recipient during their LAUSD career.
 - b. DCI Program participation is defined as the point in which an employee has submitted a complete and sufficient application, received written approval for participation in the DCI Program, and had at least one full-pay illness day collected and transferred to their accrual balance.
 - c. Recipient is defined as an employee who has received the permanent transfer of donated full-pay illness days at any time during their LAUSD career, including any breaks in service.
- 6) The permanent transfer of pledged full-pay illness days shall be applied first to reduce and replace the DCI Program recipient's half-pay illness balance on a day-for-day basis retroactively back to the earliest (first) half-pay illness day in the formal leave of absence that qualifies the employee for participation in the DCI Program.
 - a. For recipients on a formal leave of absence that began in the previous fiscal year AND did NOT have any full-pay illness days permanently transferred in the previous fiscal year, the permanent transfer of pledged full-pay illness days shall be applied first to reduce and replace the DCI Program recipient's half-pay illness balance on a day-for-day basis retroactively back to either the earliest (first) half-pay illness day in the formal leave of absence or the current fiscal year.
 - b. For recipients with full-pay illness only balances (no half-pay illness balance), the permanent transfer of pledged full-pay illness days shall be applied to increase and extend an employee's full-pay illness day (accrual) balance once the employee's own balance has been exhausted.
- 7) DCI Program recipients may collect and/or receive (have pledged full-pay illness days transferred to a receiving employee's accrual balance) donations from any donating employee to the earliest of:
 - a. The 12-month period measured forward beginning with the first date the permanent transfer of pledged full-pay illness days is applied to the DCI Program recipient's illness (accrual) balance,
 - i. Eligibility to collect and/or receive and DCI Program participation ceases one year from the effective date donations are applied the recipient's illness (accrual) balance.
 1. This rule applies whether the permanent transfer of pledged full-pay illness days is applied to reduce and replace the program recipient's half-pay illness balance or applied to increase and extend the program recipient's full-pay illness balance.
 2. For example, if a program recipient's first donation is applied to their full-pay illness (accrual balance) effective 11/1/2019, the last date to collect and/or receive donations is 10/31/2020 and DCI Program participation ends on 11/1/2020.
 - b. The DCI Program recipient returns to work or retires,
 - i. Eligibility to collect and/or receive and DCI Program participation ceases on the day the program recipient returns to work or retires.
 1. This rule applies whether the permanent transfer of pledged full-pay illness days is applied to reduce and replace the program recipient's half-pay illness balance or applied to increase and extend the program recipient's full-pay illness balance.

2. For example, if a program recipient returns to work or retires on 11/1/2019, the last date to collect and/or receive donations is 10/31/2019 and DCI Program participation ends on 11/1/2019.
- c. The DCI Program recipient receives the maximum number of pledged full-pay illness days allowed.
 - i. Eligibility to collect and/or receive donations and DCI Program participation ceases on the day the program recipient has received the number of pledged full-pay illness days sufficient to cover the current fiscal year and the next fiscal year.
 1. This rule applies whether the permanent transfer of pledged full-pay illness days is applied to reduce and replace the program recipient's half-pay illness balance or applied to increase and extend the program recipient's full-pay illness balance.
 2. For example, if a program recipient on a payroll calendar of 182 workdays per year requires 102 days for the current fiscal year, that program recipient can receive 102 days for the current fiscal year plus 182 full-pay illness days for the next fiscal year to a maximum of 284 pledged full-pay illness days. If the program recipient receives 284 days, collection and/or receipt of donations and DCI Program participation ends upon receipt of the maximum number of pledged full-pay illness days.
- 8) The LAUSD Payroll Administration Branch shall convert the salary rate and/or daily scheduled work hours differences between the DCI Program donating employee and recipient to the equivalent days in accordance with established practices and appropriate payroll rules for conversion.
 - a. The permanent transfer of pledged full-pay illness days shall be applied consecutively under the LAUSD Payroll Administration Branch's normal operating procedures.
 - b. DCI Program participants (donating employee and recipient) do not decide when the permanent transfer of pledged full-pay illness days is processed or applied to the recipient's full-pay illness (accrual) balance.
- 9) Donated days **DO NOT** qualify DCI Program recipients for an illness projection at the beginning of the fiscal year.
 - a. Illness projections provide eligible employees with no more than 100 days of full-pay illness and half-pay illness combined per fiscal year.
 - b. Donated days are retained by the DCI Program recipient and balances are rolled over from fiscal year to fiscal year.
 - c. Illness projections for DCI Program recipients returning to work with a balance of donated days may be impacted as follows:
 - i. Donated day balances that equal or exceed the employee's projection of full-pay illness days will result in the employee NOT receiving the projection of full-pay illness days, but only half-pay illness days up to a total of 100 days.
 - ii. Donated day balances that equal less than the employee's projection of full-pay illness days will result in the employee receiving a partial projection of full-pay illness days equal to the number of days to which the employee is entitled along with any half-pay illness days up to a total of 100 days.
- 10) Certificated DCI Program recipients eligible for the once in a career 10/90 illness projection must exercise their rights under that program.
 - a. For certificated DCI Program recipients completing the fiscal year on donated illness time, the right to apply for the 10/90 illness projection program must be exercised.
 - b. If the right is not exercised when available, the certificated DCI Program recipient will be deemed ineligible to continue receiving donated full-pay illness days and program participation will terminate immediately.

- 11) The purpose of the DCI Program is to provide financial assistance to participating recipients through the receipt of donated full-pay illness days to cover the recipient's absences during assigned hours of service due to an employee's own catastrophic illness or injury while on a formal leave of absence.
 - a. Participation in the DCI Program and the receipt of pledged full-pay illness days does not guarantee the continuation of health benefits for those recipients who have exhausted their own full-pay illness days and half-pay illness days and remain on a formal leave of absence.
- 12) Anyone who knowingly presents false information or makes a fraudulent misrepresentation as part of an application to participate in the DCI Program as a recipient or violates the DCI Terms and Conditions stated herein will be deemed ineligible to receive or continue receiving donated full-pay illness days and program participation will terminate immediately.

Donor Terms and Conditions:

- 1) An illness donation is the voluntary, permanent transfer of an authorized number of full-pay illness days in writing from one eligible employee (donating employee) to another eligible employee (recipient).
 - a. No employee shall be coerced, threatened, intimidated, or financially induced by any DCI Program participant into pledging full-pay illness days to any recipient.
 - b. Pledges of full-pay illness days may remain anonymous unless the donating employee decides otherwise. LAUSD staff involved in the administration of the DCI Program are responsible for guarding the privacy of DCI Program participants (donating employees and recipients).
- 2) The permanent transfer of pledged full-pay illness days is on a one-time, non-precedent basis.
 - a. The donating employee must authorize the permanent transfer of pledged full-pay illness day(s) by signing the DCI Program Donor Confirmation form, clearly indicating the number of days being pledged.
 - b. Any eligible employee (donating employee) is limited to donating a maximum of twenty (20) full-pay illness days to any eligible employee (recipient).
 - c. Illness donations can only be made utilizing full-pay illness days. Half-pay illness, vacation days, and Personal Necessity days are not eligible for donation.
- 3) Any and all pledges to donate full-pay illness day(s) to an eligible employee (recipient), as confirmed and authorized by the donating employee's signature on the appropriate DCI Program Pledge Confirmation form, is irrevocable.
 - a. The permanent transfer of pledged full-pay illness day(s) may impact the amount of illness time that can be used for the donating employee's retirement service credit.
 - b. The permanent transfer of pledged full-pay illness day(s) may impact the number of days calculated for the Attendance Incentive Award Program under the relevant Collective Bargaining Agreement (CBA) for both certificated and classified employees.
 - c. The permanent transfer of pledged full-pay illness day(s) will not affect the donating employee's performance evaluation or any other related aspect of the donating employee's performance.