UNIVERSITY OF SAN FRANCISCO

CALIFORNIA VOLUNTARY DISABILITY PLAN

PLAN DOCUMENT

EFFECTIVE WITH RESPECT TO DISABILITIES COMMENCING
ON OR AFTER JANUARY 1, 2014

UNIVERSITY OF SAN FRANCISCO

NAME

TITLE DIRECTOR OF EMPLOYEE BENEFITS

DATE 12-16-2013
UNIVERSITY OF SAN FRANCISCO

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JANUARY 1, 2014

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University of San Francisco
Voluntary Plan Document

Restatement
January 1, 2014
Acronyms

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<td>CFRA</td>
<td>California Family Rights Act</td>
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<td>PFL</td>
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<td>SDI</td>
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<td>VP</td>
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UNIVERSITY OF SAN FRANCISCO
CALIFORNIA VOLUNTARY DISABILITY PLAN

PLAN DOCUMENT

Effective with respect to disabilities commencing on or after January 1, 2014, the University of San Francisco hereby restates, in its entirety, the University of San Francisco California Voluntary Disability Plan so as to read as set forth below:

I. ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE

A. Eligibility

All California Employees, except student Employees, in covered employment as defined in Section 2606 of the CUIC are eligible for coverage under the Plan.

B. Effective Date of Coverage

Employees employed prior to the effective date of the Plan will be eligible for coverage on the effective date of the Plan. Employees employed on or after the effective date of the Plan will become eligible for coverage on the date of their employment, unless coverage is rejected in writing. Any Employee who has rejected coverage, or who has withdrawn from the Plan, and who subsequently elects, in writing, to be covered under the Plan, will be covered on the first (1st) day of the second (2nd) Calendar Quarter next following the date of such election. The effective date of the Plan was January 15, 1980.

II. DISABILITY BENEFITS

Effective with respect to periods of Disability commencing on or after the effective date of the Plan, the benefits set forth below will be payable to any Employee covered under the Plan:

(i) who becomes disabled by any physical or mental illness, injury, including but not limited to pregnancy, childbirth, or related medical conditions so as to prevent him/her from performing his/her regular or customary work; or

(ii) who has been ordered not to work by a State or local health officer because he/she is infected with, or suspected of being infected with, a communicable disease; or

(iii) who has been referred or recommended by competent medical authority to participate as a resident in either an approved alcoholicism recovery program or an approved drug-free residential program; however, benefits for alcoholism recovery treatment will be paid for a period not to exceed thirty (30) days, and benefits for drug-free residential facility participation will be paid for a period not to exceed forty-five (45) days in a Disability
Benefit Period, unless the referring physician certifies to the need for continuing resident services, in which event benefits will be payable for up to sixty (60) additional days for alcoholism recovery treatment, and for up to forty-five (45) additional days for drug free residential facility participation.

The payment of all benefits is subject to the limitations and provisions hereinafter stated.

A. **Waiting Period**

For each Disability Benefit Period, the Claimant will serve a seven (7) day non-payable waiting period. Benefits will commence on the 8th (eighth) day of Disability.

B. **Amount of Benefit**

The amount of weekly benefit for which an Employee is covered under the Plan will provide a benefit of sixty percent (60%) of current Earnings to a maximum of one thousand seventy-five ($1,075) dollars per week and a minimum of fifty ($50) per week.

C. **Maximum Benefit**

The maximum benefit payable to an Employee for any one (1) Disability Benefit Period will be fifty-two (52) times the applicable amount of weekly benefit.

D. **Benefits for Less than One (1) Week**

For each day of any period of Disability for which benefits are paid and which is less than a full week, the amount of benefit payable will be one-seventh (1/7), of the amount of the weekly benefit.

E. **Redirection of Benefit**

An Employee eligible to receive benefits under this Plan may choose to redirect a portion of his/her weekly benefit to cover all or part of the cost of Employee paid benefits. In order to allow the Employer to redirect a portion of the Voluntary Plan benefit, the Employee must designate in writing, on a form available from the Employer, the weekly amount to be redirected for payment of the Employee paid benefit. This redirection may be initiated at the time the Employee applies for Voluntary Plan benefits or at any time while receiving Voluntary Plan benefits. The Employee may terminate or change the terms of the Voluntary Plan redirection of benefits at any time while receiving benefits under this Voluntary Plan.

III. **CONTRIBUTIONS**

Employees covered under the Plan will make contributions to the Plan in an amount not in excess of that which otherwise be required by CUIC Sections 984 and 985.
An Employee will not be required to make contributions to the Plan, while he/she is on an approved Family or Medical Leave.

IV. LIMITATIONS AND EXCLUSIONS

A. No Benefits Are Payable

1. For any Disability which is not supported by a Certificate from a Physician stating the medical facts within the Physician's knowledge, a conclusion with respect to the Disability of the Employee, and an opinion with respect to the probable duration of the illness, except that a Certificate showing an Employee has been referred or recommended by competent medical authority to participate as a resident in an alcoholism recovery program or drug-free residential program need not show actual Disability.

The Certificate of medical eligibility, for new and/or continued claims, must contain a diagnosis and an ICD diagnostic code, or, where no diagnosis has been obtained, a detailed statement of symptoms. The Certificate must also be based on a physical examination and documented medical history.

As to any Employee who is hospitalized in or under the care of any medical facility of the United States Government, a Certificate as to the Employee's Disability, signed by any duly authorized medical officer of such facility, will be acceptable.

With respect to an Employee who is hospitalized in a county hospital in this State, or hospitalized by said county hospital in another hospital, a Certificate as to such Employee's Disability as shown by his/her hospital chart, signed by the registrar of the hospital, will be acceptable.

If any Employee in good faith adheres to the teachings of any bona fide church, sect, denomination, or organization, and depends for healing entirely upon prayer or spiritual means, the Certificate of a duly authorized or accredited practitioner of such bona fide church, sect, denomination, or organization as to the Disability of the Claimant, and the estimated duration of such Disability, will be accepted.

However, such Certificate is not required if the Employee submits evidence of receipt of temporary disability benefits under a workers' compensation law for any day for which he/she is entitled to receive benefits under the Plan reduced by such temporary workers' compensation benefits, pursuant to Section IV.A.5, below.

2. For any period of Disability for which benefits are paid or payable under any Unemployment Compensation Act of the United States or of any state.

3. For any day for which the Employee receives wages or regular wages from any Employer, except that such benefits will be paid for any seven (7) day week or partial week, in an amount not to exceed his/her maximum weekly amount provided by this
Plan, which together with the wages or regular wages received, does not exceed his/her weekly wage, exclusive of wages paid for overtime work, immediately prior to the commencement of Disability.

4. For any period of Disability while an Employee is confined by court order or certification as a dipsomaniac, drug addict, or sexual psychopath.

5. For any day of unemployment and Disability for which the Employee receives, or is entitled to receive benefits or cash payments for (i) temporary or permanent disability indemnity, under a workers' compensation or Employer liability law of this State, or any other State, or the federal government; or (ii) permanent disability benefits for the same injury or illness under the workers' compensation law of this State, any other State, or the federal government. If such cash payments for (i) temporary disability; or (ii) permanent disability, are less than the amount he/she would otherwise receive as benefits under this Plan, he or she will be entitled to receive for such day, if otherwise eligible, Disability benefits, reduced by the amount of such cash payments.

6. If the Employee has willfully, for the purpose of obtaining benefits, either made a false statement or representation, with actual knowledge of the falsity thereof, or withheld a material fact in order to obtain any benefits under this Plan. Disqualifications because of false statement or representation will be effective from the date the disqualifying determination is issued and for not less than six (6) nor more than thirty-four (34) days immediately following such day. If there is a recurrence of the same exclusion, subsequent to the initial exclusion during such period, the period excluded will be extended for an additional period not to exceed fifty-six (56) days.

7. To an Employee who (i) is incarcerated, in any federal, state or municipal penal institution, jail, medical facility, public or private hospital or in any other place because of a criminal conviction of a federal, state or municipal law or ordinance, or (ii) commits a crime and is disabled due to an illness or injury, caused by, or arising out of the commission of, arrest, investigation, prosecution of any crime that results in a felony conviction.

B. **Benefits will be limited to the State Plan Rate (weekly amount and maximum duration) under the following situations:**

1. For any Disability occurring during the first (1st) three (3) months of employment.

2. For any Disability arising in during the extended coverage period following the commencement of a leave of absence without pay or layoff without pay.
V. PRORATION OF BENEFITS

In case of any period of Disability for which an Employee entitled to benefits hereunder is simultaneously covered by one (1) or more other plans (including Voluntary Plans and the SDI), and accordingly is entitled to other Unemployment Compensation Disability (UCD) benefits on account of the same Disability, the amount payable under this Plan for such period of Disability will be:

A. the amount, if any, by which the benefits to which the Employee otherwise would have been entitled under this Plan exceeds the benefits to which he/she would have been entitled under the CUIC if he/she were not covered by any Voluntary Plan; plus

B. the quotient of the amount of basic benefits to which the Employee would have been entitled under the CUIC, if he/she were not covered by any Voluntary Plan divided by the number of plans (including Voluntary Plans and the SDI) under which he/she is simultaneously entitled to benefits.

VI. TERMINATION OF INDIVIDUAL EMPLOYEE COVERAGE

An Employee's coverage will terminate except during a Period of Disability, by one of the following conditions:

A. At midnight on the date of Termination of the Employer-Employee Relationship, or at midnight on the fifteenth (15th) day following the commencement of a leave of absence without pay or a layoff without pay (excluding Employees on a Family or Medical Leave); or

B. On the date he/she ceases to be an eligible Employee; or

C. As of the beginning of the Calendar Quarter next following the Employee's giving notice, in writing, of his/her Intention to withdraw from the Plan; or

D. Termination of approval of the VP by the Director of the EDD.

E. Withdrawal of the VP by the Employer or a majority of its Employees employed in the State covered by the Plan.

VII. COMPLIANCE

The Employer hereby guarantees that each Employee covered by this Plan will, in all respects, be afforded rights at least equal to those afforded by the SDI and will receive a weekly rate and maximum amount and duration of benefits at least equal to those which he/she would have received from the SDI but for coverage by this Plan.
VIII. CLAIMS

Claims may be filed by contacting Sedgwick at 1-888-650-6533. After the Employee and his/her Physician, or other person authorized to certify Disability, have completed and signed the required authorization forms, the forms should be returned to Sedgwick, the disability claims administrator appointed by the Employer. Except for good cause, a claim must be filed no later than forty-nine (49) days from the first (1st) day of Disability.

An Employee who files a claim will receive a Notice of Computation (DE 429D) from the State, which shows the minimum amount, he/she should be paid. If the Claimant was in the military service, received Workers' Compensation benefits, or did not work because of a trade dispute during the Base Period, he/she may be able to substitute wages paid in prior quarters to make the claim valid or increase the benefit amount. If the DE429D shows no benefits due because of extended unemployment during the Base Period, the Claimant may also be able to substitute wages paid in prior quarters.

Under the provisions of the CUIC, the Employer or its authorized Administrator will have the right to:

i. require supplemental forms from the Physician or those authorized to certify disabilities as often as deemed necessary, and

ii. have a Physician examine any Employee or Care Recipient while he/she is claiming benefits under this Plan. This may be done when and as often as may be reasonably required during the period payments may be due under this Plan. Continued medical certification, signed by a certified Physician or Practitioner, must be submitted within twenty (20) days of the date Employee is issued a notice of final payment or the Employee receives a request for additional medical certification, whichever is later. Additional medical certification may be requested when and as often as may be reasonably required during the period payment may be due under this Plan.

IX. APPEALS VOLUNTARY PLAN DISABILITY (VPDI) BENEFITS

An Employee covered under the Voluntary Plan may appeal the denial of a claim to the EDD within twenty (20) days from the date the notice of denial was mailed. Written appeals must be signed and will include the Employee's name and Social Security number, as well as the name of the Employer and the reason for filing the appeal. VPDI appeals may be sent to any EDD office.

As provided in the CCR, an Employee may elect to continue to receive Disability benefits pending the outcome of a timely appeal to an administrative law judge when the voluntary plan had determined the Employee initially eligible and subsequently found the Employee to be ineligible.

X. OVERPAYMENTS

In the event that the calculation of a benefit under this Plan results in an overpayment to the Employee for any reason, the Employee will be required to repay such overpayment to the Plan
only to the extent permitted under the CUIC and the CCR. The Employer will make reasonable arrangements with the Employee or his/her legal representative for the repayment to the Plan of such overpayment, including but not limited to, reduction of future benefits under the Plan or the reduction of future pay from the Employer as allowed under the CUIC and the CCR.

XI. OTHER REQUIREMENTS

A. Security as required by the EDD will be deposited to secure the operation of the Plan. The amount of deposit will be determined by the EDD and will be deposited with the State Treasurer for the purpose herein specified.

1. The Employer agrees to furnish to the EDD the information, reports, and records as are required for the proper administration of the Plan.

C. The Employer agrees to pay all valid assessments or charges levied by the EDD in accordance with the CUIC. Payments under CUIC Section 3252 (b) will be paid from the Plan.

D. The Plan will continue in effect for a period of one (1) year from the effective date and continuously thereafter unless EDD finds that the Employer or a majority of its Employees covered by the Plan have given notice of withdrawal or otherwise rejected coverage under the Plan, or thirty (30) days advance written notice is given of the termination of the Plan. Termination will be effective only on the anniversary of the effective date of the Plan next following the filing of the notice; except that the Plan may be terminated on the operative date of any law increasing the benefit amounts provided by CUIC Sections 2653 and 2655 of the, or the operative date of any change in the rate of worker contributions as determined by Section 984, if notice of such termination of the Plan is transmitted to the EDD not less than thirty (30) days prior to the operative date of such law or change. If the Plan is not terminated on such thirty (30) days notice because of the enactment of a law increasing benefits or because of a change in the rate of worker contributions as determined by Section 984, the Plan will be amended to conform to such increase or change on the operative date of the increase or change.

XII VOLUNTARY PLAN PAID FAMILY LEAVE PROVISIONS

It is the intent of the Plan to pay Voluntary Plan Paid Family Leave (VPFL) benefits as required under Section 3300 et seq. of the CUIC.

Unless expressly stated to the contrary in this section, all other provisions of the Voluntary Plan will apply to the administration of the VPFL Program.

A. ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE

1. Eligibility
All California Employees who are covered by the Plan are also covered for PFL benefits.

2. **Effective Date of Coverage**

Covered Employees may file claims for PFL benefits commencing on or after July 1, 2004.

B. **PAID FAMILY LEAVE BENEFITS**

Effective with respect to periods of PFL benefits on or after the Effective Date of PFL Coverage, the benefits set forth below will be payable to any Employee covered under the Plan:

1. Who requires PFL benefits to care for a Child, Spouse, Parent, or Domestic Partner with a Serious Health Condition; or

2. Who requires time to Bond with a new Child of the Employee, Employee’s Spouse or the Employee’s Domestic Partner; or

3. Who requires time to Bond with a Child in connection with adoption or Foster Care of the Child of the Employee, Employee’s Spouse or the Employee’s Domestic Partner.

The payment of all benefits is subject to the limitations and provisions hereinafter stated.

C. **Waiting Period**

The USF Voluntary Plan will have a seven (7) day non-payable waiting period for PFL Benefits will begin on the eighth (8th) day following the effective date of the Employee’s PFL.

USF Employees will not be required to use accrued vacation immediately prior to the commencement of PFL benefits. For a new mother who has received Voluntary Plan benefits due to pregnancy/maternity Disability there is no waiting period for Bonding with her baby.

D. **Amount of Benefit**

The maximum and minimum weekly benefit for which an Employee is covered under PFL will be the same amount as the maximum and minimum weekly benefit under the Voluntary Plan.

E. **Maximum Benefit**

The maximum benefit for a PFL claim will be limited to six (6) times the weekly benefit amount in a Twelve (12) Month Period.
F. **Benefits for Less than One (1) Week**

For each day of any full-time continuous period of Family Care Leave for which benefits are payable, and which is less than a full week, the amount of benefit payable will be one-seventh (1/7) of the amount of the weekly benefit.

If Family Care Leave is taken intermittently or part-time, benefits will be calculated and paid on a wage loss basis, per CUIC 2656.

G. **Eligibility Requirements**

PFL benefits are payable only upon compliance with all requirements for payments of benefits as set forth in the CUIC for the payment of PFL. Such requirements include, but are not limited to, the following:

1. **For All Claims** PFL benefits can be paid only after the Employee meets all of the following requirements:
   
   a. The Employee must be unable to perform his/her regular or customary work for at least eight (8) days.
   
   b. The Employee must be an Employee of the Company at the time the PFL begins.
   
   c. The Employee must have lost wages because of caring for the Serious Health Condition of a Family Member or Bonding with a new Child.
   
   d. The Employee must have earned at least three-hundred ($300) in wages in subject employment in the Base Period.
   
   e. The Employee must file a claim no later than forty-nine (49) days after the first (1st) day of Family Care Leave or benefits may be reduced/denied.

2. **For Care of a Family Member** The following requirements must be met if the PFL claim is to care for the Serious Health Condition of a Family Member:

   a. The Care Recipient must be the Employee’s Child, Parent, Spouse, or registered Domestic Partner.
   
   b. The Care Recipient must be under the continuing treatment or supervision of a licensed Physician or accredited religious practitioner while receiving benefits.
   
   c. The Care Recipient’s Physician must complete the certification that he/she requires care. Certification from a religious practitioner is acceptable only if the practitioner has been accredited by the EDD.
d. The Care Provider must provide evidence of the relationship to the Care Recipient to support the claim such as a birth certificate, marriage license, or registered Domestic Partnership.

3. **For Bonding with a New Child** The following requirements must also be met if the PFL claim is to Bond with a new Child:

   a. The PFL must take place within twelve (12) months of the birth, adoption or Foster Care Placement of the new Child.

   b. The new Child must be a Child of the Employee.

H. **CONTRIBUTIONS**

Employees covered under the Plan will make contributions to the Plan at a rate equal to or less than the contribution rate established by the California EDD for the State Disability Insurance Plan each year. Contributions for the PFL Program will be included in this Plan contribution.

I. **LIMITATIONS AND EXCLUSIONS**

   **No Benefits Are Payable**

   1. For any period for which the Employee is receiving Unemployment Insurance or SDI/VDI benefits.

   2. For any period for which the Employee is receiving Workers’ Compensation benefits at a weekly rate equal to or greater than the PFL rate.

   3. To an Employee who is incarcerated in a jail, prison, or recovery home because of a criminal conviction.

   4. To an Employee who has willfully made a false statement or knowingly concealed a material fact in order to obtain the payment of any benefits, such violation being punishable by imprisonment and/or by a fine not exceeding twenty-thousand ($20,000) or both. By authority of CUIC Sections 1143, 2102, 2116, 2122 and 3305..

J. **MEDICAL DETERMINATIONS FOR CARE OF A FAMILY MEMBER**

   1. PFL requires medical verification of the Care Recipient’s condition and need for care, including diagnosis and International Classification of Diseases (ICD) code, probable duration, and estimated time that care is required.

   2. An approved Physician, as indicated in CUIC Section 2708, must certify the need for full or part-time care by the Employee. This includes “providing psychological comfort” and arranging for “third party care.”
3. The Department of Labor’s regulations require Employers to preserve the confidentiality of the Care Recipient’s protected health information regardless of whether the individual is an Employee or an Employee’s Family Member.

K. CONFLICTING WAGES

Receipt of other wages or benefits may be in conflict with PFL benefits. Per CUIC Section 3303.1, PFL benefits will not be payable for periods for which an Employee has received or are entitled to receive SDI/VDI benefits (or benefits under a disability insurance act of any state), unemployment compensation benefits under Part 1 of Division 1 of the CUIC, Worker’s Compensation benefits, or “other benefits” in the form of cash benefits as defined in CUIC Section 2629 equal to or in excess of the PFL benefit.

L. BENEFIT INTERRUPTION AND TERMINATION

A “Notice of Final PFL Payment” will be issued when records show:

1. Benefits have been paid through the date estimated by the Care Recipient’s Physician that care is no longer required.

2. The Employee has used the maximum amount of PFL benefits (six (6) weeks in a Twelve (12) Month Period).

M. APPEALS - PFL BENEFITS

1. Appeal of Denial of VPFL Benefits

An Employee who is denied benefits under the terms of this Plan may appeal the denial within twenty (20) days after service of the denial. An Employee may also appeal if he or she does not receive notice denying benefits within thirty (30) days after the claim was sent to the VP. In such cases, the Employee must file the appeal after thirty (30) days and within sixty (60) days from the date the claim was sent to the VP. In both cases of denial and lack of notice of denial, the Employee must send the appeal to the EDD for processing.

PFL appeals must be sent to:

Paid Family Leave
PO Box 997017
Sacramento, CA 95799-7017

2. Payment of Benefits Pending Appeal

As provided in the CCR, an Employee may elect to continue to receive PFL benefits pending the outcome of a timely appeal to an administrative law Judge when the
Voluntary Plan had determined the Employee initially eligible and subsequently found the Employee to be ineligible.

3. Disputed Coverage Appeals

An Employee, the EDD, or the VDI may appeal a denial of coverage for VPFL within thirty (30) days of the date the notice of denial was mailed. In disputed coverage cases in which a denial of coverage is not furnished, an appeal will be filed after twenty-five (25) days and within fifty-five (55) days from the date the appellant sends a request for payment of benefits to the Department or VP. If eligible, the Employee will be paid benefits by the plan that initially received the claim, pending disposition of the Disputed Coverage appeal.

XIII. DEFINITIONS

A. **Base Period** means the following:

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<thead>
<tr>
<th>If the claim begins in:</th>
<th>The “Base Period” is the twelve (12) months which ended the preceding:</th>
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</thead>
<tbody>
<tr>
<td>January, February, or March</td>
<td>September 30</td>
</tr>
<tr>
<td>April, May, or June</td>
<td>December 31</td>
</tr>
<tr>
<td>July, August, or September</td>
<td>March 31</td>
</tr>
<tr>
<td>October, November, or December</td>
<td>June 30</td>
</tr>
</tbody>
</table>

B. **Bond or Bonding** means to develop a psychological and emotional attachment between a child and his or her primary care giver(s). Bonding involves being in one another’s physical presence.

C. **Calendar Quarter** means a period of three (3) consecutive months commencing with the first (1st) day of January, April, July or October.

D. **Care Provider** means the Family Member who is providing the required care to the Care Recipient or who is Bonding with a new child.

E. **Care Recipient** means either the Family Member as defined in these definitions, who is receiving care for a Serious Health Condition, or the new Child with whom the Claimant is Bonding.

F. **Care Recipient Period** means all periods of Family Care Leave that an Employee takes within a Twelve (12) Month Period to care for the same Care Recipient.

G. **Certificate** means the signed statement of a Physician, Practitioner, or a registrar of a county hospital of this State, on a form prescribed by the department, except that a Certificate signed by a Physician licensed by and practicing in a state other than California or in a foreign country, or in a territory or possession of a country, except a duly authorized medical officer of any medical facility of the United States Government, will be
accompanied by a further certification that such Physician holds a valid license in the state or foreign country, or in the territory or possession of the country, in which he or she is practicing.

H. **Child** means a biological, adopted, or foster son or daughter, a stepson, a stepdaughter, a legal ward, a son or daughter of a Domestic Partner, or the person to whom the Employee stands In Loco Parentis. This definition of a child is applicable regardless of age or dependency status.

I. **Claimant** means an individual who has filed a claim for benefits from the Voluntary Plan or the State Disability Insurance Plan for Disability or Paid Family Leave benefits.

J. **Claims Administrator** means Sedgwick, an independent Claims Administrator. Claims are sent to Sedgwick – Pasadena Office P.O. Box 14435, Lexington, KY 40512-4435, (626) 568-1415.

K. **Disability** means a physical or mental illness or injury that renders an Employee unable to perform his or her regular or customary work. Disability refers to claims for unemployment disability compensation for an Employee’s own illness or injury. The term “Disability” always applies to the Employee’s own condition and not PFL claims.

An individual is unable to perform his or her customary work if he or she is ordered not to work by written order from a State or local health officer because he or she is infected with, or suspected of being infected with, a communicable disease.

L. **Disability Benefit Period**, for Disability purposes, means a continuous period of unemployment and Disability beginning with the first (1st) day an Employee files a valid claim for Disability benefits. Two (2) consecutive periods of Disability due to the same or related condition, and separated by not more than fourteen (14) days is considered to be one (1) Disability Benefit Period.

**Disability Benefit Period**, for purposes of VPFL, means the period of unemployment beginning with the first (1st) day an Employee establishes a Valid Claim for VPFL to care for the Serious Health Condition of a Family Member, or to Bond with a new minor Child during the first (1st) year after the birth or Placement of the Child In connection with Foster Care or adoption.

Periods of Family Care Leave for the same Care Recipient within a Twelve (12) Month Period will be considered one (1) Disability Benefit Period.

Periods of a mother’s Disability for pregnancy and periods of Family Care Leave for Bonding associated with the birth of that Child will be considered one (1) Disability Benefit Period.

M. **Domestic Partner** has the same meaning as defined in Section 297 of the California Family Code.
N.  *Earnings* means basic pay (exclusive of overtime, bonus, and other forms of additional compensation) during the last regularly schedule work period immediately prior to the commencement of Disability. More specifically, earnings will be determined in the following manner for each group of Employees:

1. Faculty - the annualized salary based on the USFFA or ALP agreement divided by fifty-two (52).

2. Exempt Staff - the annualized salary based on the Exempt Staff salary schedule divided by fifty-two (52).

3. Non Exempt Staff - the monthly salary designated by the OPE Local 3 Agreement or non-union/non exempt salary schedule multiplied by twelve (12) divided by fifty-two (52).

4. Hourly Employees - the hourly rate as specified by the Operating Engineers Local 39 Agreement, the Hospital and Institutional Workers Local 250 Agreement, or other hourly rate as assigned to non exempt Employees as defined in #3 above, multiplied by two thousand eighty (2080) divided by fifty-two (52) for the former and by nineteen fifty (1950) divided by fifty-two (52) for the latter.

O. *Employee* means any individual whose service with the Employer is considered employment within the meaning of the CUIC.

P. *Employer, Company, or University* means the University of San Francisco.

Q. *Family Care Leave* means either of the following:

1. Leave to Bond with a new minor Child within the first (1st) year of the Child’s birth or Placement in connection with Foster Care or adoption.

2. Leave to care for a Child, Parent, Spouse, or Domestic Partner who has a Serious Health Condition.

R. *Family Member* means Child, Parent, Spouse, or Domestic Partner as defined these definitions.

S. *Foster Care* means twenty-four (24) hour care for children in substitution for, and away from, their Parents or guardian. Such Placement is made by or with the agreement of the State as a result of a voluntary agreement between the Parent or guardian that the Child be removed from the home, or pursuant to a judicial determination of the necessity for Foster Care, and involves agreement between the State and foster family that the foster family will take care of the Child. Although Foster Care may be with relatives of the Child, States action is involved in the removal of the Child from parental custody.
T. **In Loco Parentis** exists when a person undertakes care and control of a Child in the absence of such supervision by the natural Parents and in the absence of formal legal approval. This includes persons with day to day responsibilities to care for and financially support a Child. It also includes the person who had such responsibilities to care for and financially support a Child. A biological or legal relationship is not necessary.

U. **Paid Family Leave or PFL** means the program that provides up to six (6) weeks of wage replacement to workers who take time off to care for the Serious Health Condition of a Child, Spouse, Parent, registered Domestic Partner, or to Bond with a new Child.

V. **Parent** means a biological, foster, or adoptive parent, a Stepparent, a legal guardian, or other person who stood In Loco Parentis to the Employee when the Employee was a Child. This term does not include a parent-in-law.

W. **Physician or Health Care Provider (H.C.P.)** includes physicians and surgeons holding an M.D. or D.O. degree, psychologists, optometrists, dentists, podiatrists, and chiropractic practitioners licensed by California state law and acting within the scope of their practice as defined by California state law. "Psychologist" means a licensed psychologist with a doctoral degree in psychology, or a doctoral degree deemed equivalent for licensure by the Board of Psychology pursuant to Section 2914 of the Business and Professions Code, and who either has at least two (2) years of clinical experience in a recognized health setting or has met the standards of the National Register of the Health Service Providers in Psychology.

X. **Placement** means a change in physical custody of a Child from a public agency or adoption agency into the custody of Foster Care or adoptive Parents.

Y. **Plan** means the Voluntary Plan described in this document.

Z. **Practitioner** means a person duly licensed or certified in California acting within the scope of his or her license or certification who is a dentist, podiatrist, or a nurse practitioner, and in the case of a nurse practitioner, after performance of a physical examination by a nurse practitioner and collaboration with a physician and surgeon, or as to normal pregnancy or childbirth, a midwife, nurse midwife, or nurse practitioner.

AA. **Serious Health Condition** means an illness, Injury, Impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment supervision by a Health Care Provider, as defined in Section 12945.2 of the California Government Code.

BB. **Spouse** means a partner to a lawful marriage.

CC. **State** means the State of California.
DD. **State Plan or State Disability Insurance Plan or SDI Plan** means the benefits payable from the SDI pursuant to Part 2 of Division 1 of the California Unemployment Insurance Code (CUIC).

EE. **Stepparent** means a person who is a party to the marriage with respect to a minor child of the other party to the marriage.

FF. **Termination of the Employer-Employee Relationship** means that employment ceases with no mutual expectation or intention to continue the employment relationship. Reasons for Termination of the Employer-Employee Relationship include, but are not limited to, separation, dismissal, resignation, and retirement.

GG. **Twelve (12) Month Period** means the three-hundred and sixty-five (365) consecutive days that begin with the first (1st) day an Employee first (1st) establishes a Valid Claim for VPFL.

HH. **Valid Claim** means any claim for PFL benefits made in accordance with the provisions of the CUIC Section 3302, and any rules and regulations adopted there under, if the individual claiming benefits is unemployed and has been paid the necessary wages in employment for Employees to qualify for benefits under Section 2652 and is caring for the Serious Health Condition of a Family Member, or Bonding with a minor Child during the first (1st) year after the birth or Placement of the Child in connection with Foster Care or adoption.

II. **Voluntary Plan or VP** means a voluntary plan established pursuant to Part 2 of the CUIC.

JJ. **Voluntary Plan Family Leave or VPFL** means PFL benefits paid by the Voluntary Plan.

KK. **Week** means the seven (7) consecutive day period beginning with the first (1st) day with respect to which a Valid Claim is filed for benefits and thereafter the seven (7) consecutive day period commencing with the first (1st) day immediately following such week or subsequent continued weeks of PFL.