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**CTPF Administrative Rules
Disability Retirement Pensions**

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**CTPF Administrative Rules
Disability Retirement Pensions**

The CTPF Administrative Rules and Regulations shall be amended to include the following Rules:

Title III: Benefits
Chapter A: Retirement, Disability, and Death Benefit Program
Article 2: Non-Duty Disability Pensions

III.A/201 Purpose.

A Member who is Incapacitated as a result of an Impairment may be eligible to receive a non-Duty disability pension. The Board of Trustees has adopted the following Rules for the administration of such pensions.

III.A/202 Definitions.

- a) “Disabled” and “Disability” shall mean having one or more Impairments which Wholly and Presumably Permanently Incapacitates that Member for Duty.
- b) “Duty” shall mean employment within the scope of 40 ILCS 5/17-106 and the Fund’s Administrative Rules.
- c) “Impairment” shall mean any physical disorder, illness, or condition, or an anatomical loss, or any mental or psychological disorder, including an emotional or mental illness.
- d) “Incapacitated” shall mean deprived of the ability to execute the responsibilities of teaching service and, if applicable, the Member’s last position with any Employer.

- e) “Member” shall mean a person who meets the definition of “contributor,” “member,” or “teacher” in 40 ILCS 5/17-106.
- f) “Presumably permanently” shall mean likely to continue forever, not expected to end.
- g) “Separation”, for purposes of this Section, shall mean termination date, resignation date, or the day following the close of the last payroll period for which credit was validated, whichever is latest.
- h) “Wholly” shall mean completely or entirely.

III.A/203 Eligibility.

A Member is eligible for a Non-Duty disability pension if the Member meets all of the following criteria:

- a) The Member, or Member’s authorized representative, must apply for the pension in writing in the manner determined by the Fund, which application must be received by the Fund within three (3) years of the Member’s Separation;
- b) The Member must provide, upon the Fund’s request, evidence of, and other information relating to, the Impairment or Impairments that render the Member Disabled, including, but not limited to:
 - 1) historical employment and tax records;
 - 2) the Member’s job description;
 - 3) medical records substantiating the current existence and extent of the Impairment, which generally must include certification from a Member’s treating physician within the prior year relating to the Member’s Impairment, and all records of treatment and/or assessment prior to the application; and/or
 - 4) sworn statements regarding employment, tax, or medical issues.

- c) The Board shall appoint physicians, certified in the appropriate subject matter(s), to perform examinations of the Member applying for a non-Duty disability retirement pension.
 - 1) Within one year from the date the Fund appoints such physicians, the Member must submit to such examination(s). The Fund shall be responsible, and the Member shall not be responsible, for the expenses of such physicians, except that a Member shall be responsible for any amount charged for a canceled or missed appointment. Upon a showing of good cause, the Fund may waive the requirement that a Member appear for an examination and, at the Fund's discretion, request peer review of medical records in lieu of an examination.
 - 2) Except as provided in (1), two Board-appointed physicians must each determine that the Member is Disabled based on the physicians' examination of the Member as well as a consideration of all other records or information provided by the Member, Employer, or the Board, such as employment and medical records.
 - 3) Board-appointed physicians shall review any Fund-provided records or statements relating to the functional requirements of the Member's Duty position. In the case of a Member who is on an authorized leave of absence, whether the Member is Incapacitated for Duty within the meaning of this Rule shall be determined by reference to the duties of the Member's last licensed position and, if applicable, the duties of the position the Member holds during the leave of absence.

- d) Board-appointed physicians shall review records or statements from the Member's treating physician whenever the Board-appointed physicians deem such review appropriate, but the opinions, findings, or other conclusions of the Member's own physician are not binding in any way. The Board-appointed physicians have the sole medical decision-making authority and may disagree with, and need not adopt, any opinion, finding, or other conclusion of the Member's treating physician.
- e) If one Board-appointed physician determines that the Member is Disabled and the other Board-appointed physician determines that the Member is not Disabled, the Member must submit to an examination by a third Board-appointed physician. The decision of the third physician will be final and binding.
- f) If a Member fails to meet any material requirement(s) of subsections (a) through (e), staff shall recommend to the Board that the Member's application for a Non-Duty Disability pension be denied.

III.A/204 Calculation of Benefit.

The amount of a non-Duty disability pension is determined by the eligible Member's age and/or total years of service, as follows:

- a) A Member with between ten (10) and twenty (20) years of service, regardless of age, shall receive a pension consisting of:
 - 1) 2.2% of average Salary for each year of service on or after July 1, 1998;
 - 2) 2.2% of average Salary for each year of service prior to July 1, 1998, that has been augmented under the 2.2% upgrade provided by Section 17-119.1 of the Pension Code; and
 - 3) 1.67% of average Salary for every other year of service.

- b) A Member with between twenty (20) and twenty-five (25) years of service, but who has not yet attained age 55, shall receive a pension equal to a service retirement pension discounted by one-half of one percent (0.5%) for each *full* month the Member is below age 55, up to a maximum reduction of 30%, provided the disability retirement pension so computed shall not be less than the amount payable under section (a) above applying the Member's FAS to 20 years of service.

For example, if a Member is 54 years, 11 months, and 1 day old, the Member shall receive a service retirement pension without discount. If a Member is 54 years, 10 months, and 1 day old, the Member shall receive a service retirement pension, discounted by one-half of one percent (0.5%).

- c) A Member with twenty (20) or more years of service and who is fifty-five (55) years of age or older shall receive a pension equal to a service retirement pension without discount.
- d) A Member with twenty-five (25) or more years of service, regardless of age, shall receive a pension equal to a service retirement pension without discount.
- e) A Member with twenty (20) or more years of service and who has attained the age of 60 shall receive a service retirement pension consisting of a service retirement pension.

Table 1: Calculation of non-Duty Disability Benefit

AMOUNT of SERVICE	AGE	PENSION	CALCULATION
10 but less than 20 years	any	<ul style="list-style-type: none"> • Disability retirement pension • Subject to cancellation until age 55 if no longer permanently disabled 	<ul style="list-style-type: none"> • 2.2 % avg. Salary for all service after 6/30/1998 or augmented pursuant to the 2.2% upgrade. • 1.67% avg. Salary all other years
20 but less than 25 years	Less than age 55	<ul style="list-style-type: none"> • Disability retirement pension • Subject to cancellation until age 55 if no longer permanently disabled 	<ul style="list-style-type: none"> • Equal to service retirement pension, discounted 0.5% for each month less than age 55, up to a maximum reduction of 30%, provided the disability retirement pension shall not be less than the maximum pension that could be provided under the category above
20 or more years	age 55 but less than 60	<ul style="list-style-type: none"> • Disability retirement pension • Cannot be canceled unless RTW 	<ul style="list-style-type: none"> • Equal to service retirement pension, without discount
20 or more years	Age 60 or greater	<ul style="list-style-type: none"> • Service retirement pension • Cannot be canceled unless RTW 	<ul style="list-style-type: none"> • Service retirement, without discount
25 or more years	any	<ul style="list-style-type: none"> • Service retirement pension • Cannot be canceled unless RTW 	<ul style="list-style-type: none"> • Service retirement, without discount

III.A/205 Commencement Date. When a Member has satisfied the criteria set forth in this Article, the Member’s non-Duty Disability pension shall begin upon the Member’s Separation

Title III: Benefits
Chapter A: Retirement, Disability, and Death Benefit Program
Article 3: Duty Disability

III.A/301 Purpose.

A Member who is Incapacitated as a result of an Impairment incurred in the performance of and within the scope of the Member's Duty may be eligible to receive Duty Disability. The Board of Trustees has adopted the following rules for the administration of Duty Disability.

III.A/302 Definitions.

The following terms shall have the same meanings as the terms in the Non-duty Disability Rule.

- a) "Charter School" shall have the same meaning as set forth in Section 27A-5 of the School Code (105 ILCS 5/27A-5).
- b) "Disabled" and "Disability" shall mean having one or more Impairments which Wholly and Presumably Permanently Incapacitates that Member for Duty.
- c) "Duty" shall mean employment within the scope of 40 ILCS 5/17-106 and the Fund's Administrative Rules.
- d) "Impairment" shall mean any physical disorder, illness, or condition, or an anatomical loss, or any mental or psychological disorder, including an emotional or mental illness.
- e) "Incapacitated" shall mean deprived of the ability to function normally and/or to execute the responsibilities of their Duty.
- f) "Presumably permanently" shall mean likely to continue forever, not expected to end.
- g) "Member" shall mean a person who meets the definition of "contributor," "member," or "teacher" in 40 ILCS 5/17-106.

- h) “Wholly” shall mean completely or entirely.

III.A/303 Eligibility. A Member is eligible for Duty Disability if the Member meets all of the following criteria:

- a) The Member must be less than 65 years of age.
- b) The Member must file a claim with the Illinois Workers’ Compensation Commission (“IWCC”) and establish that the Impairment was incurred while the Member was acting within the scope of the Member’s Duty, as described in either the Workers’ Compensation Act (820 ILCS 305/1, *et seq.*) or Workers’ Occupational Diseases Act (820 ILCS 310/1, *et seq.*), whichever is applicable.
- c) The Impairment must be:

- 1) the proximate result of injuries sustained or a hazardous condition encountered in the performance and within the scope of the Member’s Duty;
and
- 2) the injury or hazardous condition must not be the result of the Member’s own negligence.

The fact that the IWCC provided some form of compensation, whether by award or settlement, is not conclusive. To be considered, any decision, award, or settlement must include explicit findings by the IWCC that the conditions set forth in (1) and (2), above, have been satisfied.

- d) The Member must apply for Duty Disability in writing in any manner determined by the Fund. The application must be received by the Fund by the later of:
 - 1) Six (6) months after a final settlement or decision of the IWCC is issued; or

- 2) Six (6) months after symptoms or other signs of the Impairment for which a claim(s) was filed with the IWCC become apparent.
- e) The Member must provide the Fund with:
- 1) a copy of the decision, settlement, or award issued by the IWCC and the result of the appeal, if any; and
 - 2) evidence that notice of the occurrence that created or led to the Impairment was filed with the Employer within the time set forth in the Workers' Compensation Act, 820 ILCS 305/6(c), or the Workers' Occupational Diseases Act, 820 ILCS 310/6(c), as applicable. In the event the Member gave oral notice and did not file the notice in writing, the evidence must include the Member's sworn statement attesting that oral notice was provided.
- f) The Member must provide, upon the Fund's request, evidence of, and other information relating to, the Impairment or Impairments that render the Member Disabled, including, but not limited to:
- 1) historical employment and tax records;
 - 2) the Member's job description;
 - 3) medical records substantiating the current existence and extent of the Impairment, which generally must include certification from a Member's treating physician within the prior year relating to the Member's Impairment, and all records of treatment and/or assessment prior to the application; and/or sworn statements regarding employment, tax, or medical issues.

- g) Except as provided in section (h), below, the Board shall appoint physicians, certified in the appropriate subject matter(s), to perform examinations of the Member applying for a Duty disability.
- 1) Within one year from the date the Fund appoints such physicians, the Member must submit to such examinations. The Member shall not be responsible for the expenses of the Board-appointed physicians, except that a Member shall be responsible for any amount charged for a canceled or missed appointment.
 - 2) Two Board-appointed physicians must each determine that the Member is Disabled based on the physicians' examination of the Member, as well as a consideration of all other records or information provided by the Member, Employer, or the Board, such as employment and medical records or records relating to the functional requirements of the Member's Duty position.
 - 3) The Board-appointed physicians shall review Fund-provided records or statements from the Member's treating physician, whenever the Board-appointed physicians deem such review appropriate, but the opinions, findings, or other conclusions of the Member's own physician are not binding in any way. The Board-appointed physicians have the sole medical decision-making authority and may disagree with and need not adopt any opinion, finding, or other conclusion of the Member's treating physician;
 - 4) If one Board-appointed physician determines that the Member is Disabled and the other physician determines that the Member is not Disabled, the Member must submit to an examination by a third Board-appointed physician. The decision of this third physician will be final and binding.

- h) If two Board-appointed physicians have determined within the last year that a Member is Disabled, the Board may, in lieu of a second medical examination, require the Member to submit a certification from the Member's treating physician that the Member is still Disabled.

III.A/304 Interim Non-Duty Disability Pension Payments.

Once a Member has timely applied for Duty Disability, the Member has the option to apply for a Non-Duty Disability pension until such time as the IWCC decision that the Impairment is Duty-connected becomes final. This Non-Duty disability pension shall be paid beginning upon the Member's Separation, and shall continue unless and until the IWCC's decision becomes final, including any appeals. Then, if the Member qualifies for Duty Disability, the Fund shall pay retroactively the difference between the Non-Duty Disability pension the Member received while the appeal was pending and the Duty Disability the Member will receive going forward. The retroactive payment shall not be with interest.

III.A/305 Duty Disability Commencement Date.

When a Member has satisfied the criteria set forth in this Article, the Member's Duty Disability shall become payable upon settlement of the claim or on the issuance of a decision of the IWCC that is not appealed, finding that the claim was compensable under one of the aforementioned Acts. If the IWCC's decision is appealed, then Duty disability will not become payable unless and until the decision is affirmed and becomes a final, non-appealable ruling. While the appeal of the decision is pending, the Member shall be entitled to receive a Non-Duty disability pension once the Member has complied with all other applicable requirements of this Rule, including providing the Fund with all requested information.

III.A/306 Benefit Calculation.

Duty Disability shall be 75% of the Member's Salary in effect at the time the Member became Disabled. For purposes of this Rule, a Member's Salary in effect at the time they became Disabled is calculated as follows:

- 1) For a Member who was a regular teacher or other full-time employee at the time they became Disabled, the Member's Salary in effect at the time they became Disabled is equal to the Member's Salary earned, including any pension pickup, in the payroll period in which the Member became disabled, divided by the ratio obtained by dividing the number of days the Member worked in that payroll period by the number of expected days in that payroll period (as reported on the Employer's predesignated payroll calendar), multiplied by the number of payroll periods on the predesignated payroll calendar.

For example: Member A is a full-time teacher who is paid a regular Salary of \$2,000 per pay period and is expected to work on 10 days per pay period for 26 pay periods per school year. One week into a two-week pay period, Member A becomes disabled and ceases work. Because she worked five out of ten expected days during her final pay period, she is paid \$1,000 for that pay period. Member A's Salary for the purpose of a Disability pension is calculated as follows

$$\text{Salary} = \$1000 \div \left(\frac{5 \text{ days}}{10 \text{ days}} \right) \times 26 = \$52,000$$

Therefore, Member A's Duty Disability shall be equal to \$39,000 per year, or \$3,250 per month.

- 2) For a Member who was not a full-time employee at the time they became Disabled, the Member's Salary in effect at the time they became Disabled is equal to the Member's Salary earned, including any pension pickup, in the School Year in which the Member became disabled, divided by the ratio obtained by dividing the number of

days the Member worked in that School Year by the number of expected days in that School Year (as reported on the Employer's predesignated payroll calendar).

For example: Member B is a day-to-day substitute teacher who is paid a daily rate when she works for various schools on an as-needed basis. Member B becomes disabled after working on 30 days throughout a school year and earning \$6,000 in Salary. Member B's Salary for the purpose of a Disability pension is calculated as follows

$$\text{Salary} = \$6,000 \div \left(\frac{30 \text{ days}}{170 \text{ days}} \right) = \$34,000$$

Therefore, Member A's Duty Disability shall be equal to \$25,500 per year, or \$2,125 per month.

If a Member worked for more than one Employer during the School Year in which the Member became disabled, the Member's Salary and Days Worked shall be combined, provided that each day worked and/or expected day shall be counted only once.

Salary earned and days worked after the date the Member became Disabled (i.e. light duty) shall not be included in the calculation of a Member's Salary in effect at the time they became disabled. If a Member is not covered by a predesignated payroll calendar (such as a substitute teacher), the Member's expected days shall be the greater of 170 or the number of days the Member worked in the school year.

III.A/307 Creditable Service.

Creditable service shall continue to accrue on a monthly basis while the Member is receiving Duty disability, provided the Member remains Disabled, until the Member reaches age 65. Upon reaching age 65, the Member's Duty Disability shall terminate and the Member shall be entitled to a service retirement pension, which shall be calculated by taking into account the Member's total Service Credit, including any service accrued while receiving Duty Disability.

III.A/308 Offset of a Duty Disability

Duty Disability shall be offset by:

a) **Temporary Total Disability Payments.** The amount of a Duty Disability shall be reduced by any amount(s) that a Member receives for temporary total disability for the injury related to the Duty Disability.

b) **Workers' Compensation Payments.** The amount of a Duty Disability shall be reduced by any amount(s) that a Member receives under either the Workers' Compensation Act, 820 ILCS 305/1 *et seq.*, or the Workers' Occupational Diseases Act, 820 ILCS 310/1 *et seq.*, except for amounts that are specifically identified for:

- 1) Reimbursement of attorneys' fees actually paid by the Member,
- 2) Reimbursement of past medical expenses;
- 3) Any amount set aside for future medical care and bills incurred, including any Medicare Set Aside Arrangement ("MSA").

III.A/309 Termination of Duty Disability. A Duty disability shall cease when the Member reaches age 65. At that time, the Duty Disability shall terminate and the Member shall be entitled to a service retirement pension, as provided in Section ##07, above.

Title III: Benefits

Chapter D: Procedures

Article 2: Disability Pension Administration

III.D/201 Periodic Examination and Information Requests.

While the Member is receiving either a Duty or a Non-Duty disability (if the non-duty disability retiree is under age 55), the Board or its designee, in its sole discretion, may require the Member to:

- a) Submit to periodic examination(s) by a Board-appointed physician(s) in order to establish that the Member continues to be Disabled. The frequency and the scope of the examination(s) will vary based on individual circumstances. The Fund will notify a Member of the need to submit to a periodic examination. The Member shall not be responsible for the cost of such examinations, except that a Member shall be responsible for any amount charged for canceled or missed appointments. If a Member fails to submit to the examination within six (6) months of the notice of an examination date, the Member shall be deemed to have refused the examination, and his or her pension shall be subject to cancellation in accordance with the Pension Cancellation Administrative Rule [Title and Chapter TBD].
- b) Submit evidence the Member continue to be Disabled, including employment or medical information the Board, the Board's designee, or its appointed physician(s) deem necessary, which may include, but is not limited to, employment or tax records, medical records, or sworn statements regarding employment, tax, or medical issues. The Fund will notify a Member of the need to submit evidence of his or her continuing disability. If a Member fails to submit additional evidence supporting the

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Member's continued disability within three (3) months of the initial request from the Fund, the Member's pension shall be subject to cancellation in accordance with [Cancellation rule].

III.D/202 Investigation.

The Board may employ investigative services to determine whether a Member continues to be Disabled or is employed elsewhere as a teacher

III.D/203 Cancellation of Pensions.

Cancellations of disability or Duty disability shall be governed by the Rules set forth in [Art. XX.XX/### rules on cancellations]

Title I: General Provisions

Chapter C: General

Article 3: Time Periods

I.C/301 Days.

Unless otherwise specified, whenever a Rule refers to a time period measured by days, then each calendar day shall be counted.

I.C/102 Months.

Unless otherwise specified, whenever a Rule refers to a time period measured by months, only months shall be counted, without regard to how many days are in each of the intervening months. For example, if a Rule states that a person shall be notified within six months of January 5, then notice must be provided on or before July 5.

I.C/103 Years.

Unless otherwise specified, whenever a Rule refers to a time period measured by years, each year shall be counted as 365 days, except that a year that includes the date February 29 shall be counted as 366 days. For example, if a Rule states that a person shall be notified within one year of March 5, then notice must be provided on or before the next March 5, regardless of whether the intervening February contains 28 or 29 days.