

DOMESTIC PARTNER BENEFITS

INTRODUCTION

Colgate University's benefit program is driven by two primary objectives: 1) to protect employees against catastrophic expenses or income interruptions (particularly those beyond the employee's control) and; 2) to provide a total compensation package that is strongly competitive with those of our peer institutions.

As increasing numbers of people are choosing to live in "non-traditional" households where unmarried but committed partners share responsibility for each other's well-being, it became apparent that traditional benefits structures failed to serve the security needs of all employees. Therefore, in 1997, the University updated its current policies to allow domestic (i.e. unmarried but committed) partners to partake in the benefits structure.

Domestic partner coverage is consistent with the University's dedication to and policy ensuring non-discriminatory practices. Furthermore, it is a commitment by Colgate to remain competitive in the recruiting of new faculty and staff. Finally, it is a recognition of a current social reality, and a belief in the equality, value and legitimacy of all members of our community.

Colgate University extends the same benefits to persons who meet the University's definition of domestic partner that the University presently extends to spouses of employees to the extent permitted by law and by the underwriting guidelines imposed by the insurance companies.

REQUIREMENTS

A Domestic Partner is an unrelated adult of the same or opposite sex of the employee with whom the employee is living in an intimate, long-term relationship with an exclusive commitment similar to marriage, in which the partners are jointly responsible for one another's welfare and share financial obligations. In order to qualify for benefits, the domestic partnership must have been in existence for at least six (6) consecutive months with the expectation that the relationship will continue indefinitely.

In order for a domestic partner to be included in the programs listed below, a signed application (available from HRD) must be submitted. Colgate University reserves the right to request evidence that the eligibility requirements are being met as outlined in the application. It is the employee's responsibility to notify Colgate if there is a change in status which would make the domestic partner ineligible for benefits within thirty (30) days.

CAMPUS POLICIES AND RESOURCES

PAID TIME-OFF: By providing benefits to domestic partners on the same terms and conditions as provided married spouses, employees will be permitted to use sick leave accumulations and funeral leave in the case of illness or death of the domestic partner or the partner's children.

FACILITY USAGE: Domestic partners will be eligible to use University facilities (including athletic facilities, the Library) and attend Colgate events on the same basis as spouses.

BOOKSTORE DISCOUNTS: Domestic partners will be eligible to receive a discount at the University Bookstore on the same basis as spouses.

BENEFIT PROGRAMS

RETIREMENT PLAN: The employee has the right to designate anyone, including a domestic partner, as a beneficiary under the plan. A retired employee who elects a joint survivor annuity option may designate anyone, including a domestic partner, as a joint survivor (second annuitant) to receive 100%, two-thirds or 50% of the income benefit.

LIFE INSURANCE: The employee may designate anyone, including a domestic partner, as beneficiary to receive death benefits. The State of New York has denied our request to offer optional dependent life insurance to domestic partners.

DISABILITY BENEFITS: Both short-term and long-term disability benefits are paid directly to the employee and are, therefore, not affected.

DENTAL INSURANCE: An employee may add a domestic partner to the Colgate University Dental Benefits Plan. The employee will be required to make the same contribution toward the cost of that coverage as would be required for a spouse. For eligible dependent children of the partner, the premium would be the same as for an employee's eligible children. The employee's additional contribution for coverage for the domestic partner and/or the domestic partner's children must be made on a post-tax basis unless they qualify as the employee's dependents for federal income tax purposes (see Flex Plan below). Watch for more information during the annual open period in the fall.

HEALTH INSURANCE: Health benefits are only available under Excellus BC/BS's Blue PPO. Under IRS regulations, the value of Colgate's contribution towards the cost of a domestic partner's health insurance is taxable to the employee.

FLEX PLAN: The Internal Revenue Service does not recognize domestic partnerships. Therefore, unless a domestic partner, or the partner's dependent children qualify as dependents for federal income tax purposes, an employee's contribution for their health and dental insurance must be made on an after-tax basis. In addition, an employee will not be permitted to set aside pre-tax dollars in a flexible spending account for their unreimbursed medical/dental expenses or for dependent care. Please consult with a tax adviser for information about IRS dependency.

TUITION-FREE COURSES AT COLGATE: Domestic partners will be eligible to take tuition-free Colgate courses on the same basis as spouses.

COLGATE HIGHER EDUCATION GRANT PROGRAM: This program covers the natural or adopted children or the dependent stepchildren of eligible employees. Based on this definition, the children of a domestic partner would not be eligible for a Colgate grant unless the employee adopted them.

12/05

COLGATE UNIVERSITY

APPLICATION FOR DOMESTIC PARTNER BENEFITS

1. DECLARATION

We, _____ and _____
(Employee) (Partner)
certify that we are domestic partners in accordance with the criteria set forth below:

1. We have an exclusive mutual commitment to one another similar to that of marriage.
2. This relationship has been in existence for at least six months with the expectation that it will continue indefinitely.
3. Neither one of us is legally married.
4. We are not related by blood in a manner that would prohibit legal marriage in the state in which we legally reside.
5. We are both at least eighteen years old and competent to consent to contract.
6. We are jointly responsible for one another's welfare and share financial obligations; documentation for this interdependence can be provided if requested.

2. DOCUMENTATION

Just as with legal marriage, Colgate University reserves the right to request adequate documentation of domestic partner relationships. Any or all of the following would constitute valid evidence of such a relationship:

- shared residence
- joint mortgage or rental lease
- joint ownership of a motor vehicle
- joint checking account
- joint credit account
- designation of domestic partner as primary beneficiary in employee's will
- designation of domestic partner as primary beneficiary on retirement and/or life insurance contract
- durable power of attorney given to domestic partner

3. DEPENDENT CHILD CERTIFICATION

I certify that my Partner's child(ren) named below meet the following requirements:

- A parent-child relationship exists between the child(ren) and me.
- The child(ren) is (are) primarily dependent upon me for support.
- The child(ren) is (are) unmarried and reside in my household and meet the age eligibility requirements for the policy purchased by Colgate University and is (are) dependent on me for at least 50% of his/her (their) support.
- I assume full responsibility and control, including any and all debts incurred by the child(ren).
- I, or my Partner, have a court-appointed legal relationship with the child(ren) (i.e., adoption, guardianship, foster child), or my Partner is the biological parent of the child.

Partner's Dependent Children:

| | | |
|-----------|------------|-------|
| _____ | _____ | _____ |
| Last Name | First Name | MI |
| _____ | _____ | _____ |
| Last Name | First Name | MI |
| _____ | _____ | _____ |
| Last Name | First Name | MI |
| _____ | _____ | _____ |
| Last Name | First Name | MI |

4. TERMINATION

We agree to notify the Human Resources Department within thirty days of the termination of a domestic partner relationship (e.g. by death or a mutual decision to dissolve the relationship). Upon termination of a domestic partner relationship, the employee and the domestic partner must wait at least six months before reapplying for domestic partner benefits.

5. CERTIFICATION

We affirm that the assertions in this document are, to the best of our knowledge, true and accurate and that false certification of a domestic partner's or dependent's eligibility or failure to notify my employer when a

dependent no longer meets applicable eligibility requirements may result in disciplinary action.

We have provided this information for use by Colgate University for the sole purpose of determining eligibility for domestic partner benefits. We understand that the information contained in this application is confidential and will not be released by Colgate University unless expressly authorized by both of us, except as otherwise required by law or by the insurance carriers that provide us coverage.

Employee Signature_____

Employee's Social Security Number_____

Domestic Partner Signature_____

Partner's Social Security Number_____

Date_____

C: hr shared drive 9/12/01