

St. Mary's College of Maryland Same-Sex Domestic Partner Benefits Policy

In recognition of the long-term, committed relationships of same-sex domestic partners and as described below, St. Mary's College of Maryland offers benefits to employees occupying permanent ongoing positions and their same-sex domestic partners. The intent of this policy is, to the extent practical, to offer benefits similar to those offered to employees and their married spouses. The College reserves the right to reconsider and re-evaluate continuation of these benefits on a periodic basis.

The College defines same-sex domestic partners as two (2) individuals, of the same sex, who live together in a long-term committed relationship of indefinite duration. These two (2) individuals are in a mutual commitment, similar to that of marriage, and agree to share financial and other resources for mutual benefit and responsibility. For documentation purposes, a same-sex domestic partnership is one in which the employee and his/her partner have lived together for at least twelve (12) months and agree to share financial and other resources for mutual benefit and responsibility. Documents that may be considered as proof of a domestic partner relationship include: joint ownership of real estate, joint mortgages, joint rental agreements, joint checking accounts, and joint vehicle titles. In addition, the employee and same-sex domestic partner must complete an affidavit affirming the authenticity of the domestic partnership relationship.

A. Medical

Domestic partners of State employees, unlike married spouses of State employees, are not currently eligible for participation in the State of Maryland health insurance plans. An employee whose same-sex domestic partner relationship has been verified by the Office of Human Resources shall be eligible to receive, from the College, an annual cash reimbursement to aid in the partner's enrollment in a medical and/or prescription drug insurance plan selected by the domestic partner. The maximum payment that will be made is an amount equal to the subsidy the College would hypothetically pay if the employee's married spouse were eligible to participate in and enrolled in the State medical and prescription drug plans.

An employee is not eligible for this cash payment, if his/her domestic partner is eligible for or is enrolled in other subsidized health benefit plans, such as employer-subsidized health benefit plans.

Documentation of a domestic partner relationship and of enrollment of the domestic partner in a health and/or prescription insurance plan must be submitted to the Office of Human Resources for verification prior to receipt of funds. Employees are responsible for notifying the Office of Human Resources within thirty (30) days of the dissolution of a registered domestic partner relationship.

Employees who elect to participate in this benefit should note income tax implications of participation. Domestic partner benefits paid by the College may be considered federal and State income to the College employee by the Internal Revenue Service (IRS) and the State

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Comptroller and as such, must be reported and claimed by the employee as income. The College will report the payment as income to the employee and will make payroll withholding deductions, as required and appropriate. Employees assume all responsibility for any tax implications that result from participation in this program.

B. Leave: Sick, Bereavement, and Parental

Sick leave.

Employees who have a same-sex domestic partner registered with the Office of Human Resources may use their accrued sick leave for the illness of the employee's domestic partner and the domestic partner's parents. Documentation of the illness and need for the employee's presence must be submitted to the Office of Human Resources upon the employee's return to work.

Bereavement leave.

A maximum of three (3) working days may be used by an employee for bereavement leave in the event of the death of the employee's domestic partner, domestic partner's child, sibling of the domestic partner, or parent of the domestic partner. The leave will be charged to an employee's sick leave balance. If overnight travel is required due to the death of one of these family members, a maximum of five (5) working days may be charged to sick leave.

Parental leave.

Six weeks (30 days) of parental leave shall be provided to an employee who occupies a permanent full-time position for the purposes of birth and/or introduction of a child into the employee's home (including adoption or placement prior to adoption). The Office of Human Resources must receive the parental leave request forms prior to the birth or placement of the child.

Any employee (male or female) who has been employed by the College for a period of at least one year in a permanent full-time position shall be provided with thirty (30) days of paid leave for child/ren born or placed in the employee's home. If both parents (or primary care givers) are employed by the College, a maximum of thirty (30) days shall be shared. The birth or placement of the child must occur after one year of full-time employment in a permanent position. Parental leave shall commence on the first day's absence from work. The use of Parental Leave shall not be charged against the employee's accumulated leave balances. The thirty (30) days may be used as requested by the employee after consideration and approval of the request by the supervisor. Requests to use the leave intermittently shall be accompanied by a written schedule of the intended leave schedule.

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The intermittent leave schedule must be approved by the supervisor and submitted to the Office of Human Resources.

Employees are eligible for this parental leave benefit once every three years.

C. Tuition Waiver

Same-sex domestic partners of employees who occupy permanent full-time positions are entitled to the same tuition waiver benefits offered to married spouses of St. Mary's College of Maryland employees. All provisions and exclusions of the applicable policy apply. An employee may be subject to income tax for tuition waiver benefits granted to the employee's domestic partner.

D. Other Benefits.

Same-sex domestic partners of full-time College employees shall have access to the physical facilities of the College and shall receive the same discount for all College events and productions as offered to married spouses of full-time College employees.

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1. Full-time employees occupying permanent positions must register qualified same-sex domestic partners with the Office of Human Resources prior to receiving benefits. In order to be eligible, the employee and domestic partner must:
 - a. be of the same sex;
 - b. provide the domestic partner's full legal name, permanent address, and social security number to the College;
 - c. share financial and other resources for mutual benefit and responsibility;
 - d. have lived together for at least the last twelve (12) months;
 - e. be at least eighteen (18) years old;
 - f. have voluntarily consented to the relationship, without fraud or duress;
 - g. not be married to, or in a domestic partner relationship with, any other person;
 - h. not be related by blood or affinity in a way that would disqualify them from marriage under State law, if the employee and partner were opposite sexes;
 - i. be legally competent to contract;
 - j. share joint title to real estate, a joint housing lease, or a joint mortgage, and provide evidence of at least three (3) of the following items:
 - i. joint ownership of a motor vehicle; or a joint real estate holding – such as a mortgage or a joint housing lease.
 - ii. a joint banking account; or a joint credit account; or a joint debt or loan account;
 - iii. designation of the partner as a beneficiary of the employee's life insurance, retirement benefits, or residuary estate under a will;
 - iv. designation of the partner as holding a power of attorney for financial and legal decisions regarding the employee; and
 - v. designation of the partner as holding a durable power of attorney for health care decisions regarding the employee;
 - k. sign a legal affidavit as to the authenticity of the relationship
2. Documentation for eligibility of same-sex domestic partner benefits must be furnished upon registration (see letter "j" above or St. Mary's College of Maryland Same-Sex Domestic Partner Policy for acceptable documentation).
3. Evidence of domestic partner's enrollment in a health and/or prescription insurance plan must be submitted to the Office of Human Resources prior to the disbursement of funds by the College.
4. Dissolution of a domestic partner relationship must be reported to the Office of Human Resources within thirty (30) days of dissolution. The domestic partner will be removed from eligibility for benefits on the first day of the next calendar month.

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5. Funds available for same-sex domestic partner medical and prescription benefits will be calculated on the employee's enrollment selections for the current benefit year, in accordance with the St. Mary's College of Maryland Same-Sex Domestic Partner Benefits Policy.
6. Bi-weekly payments for medical and prescription benefits will begin, within sixty (60) days after submission of all required documentation, including documentation of the domestic partner's enrollment in a health and/or prescription insurance plan, but not a subsidized health benefit plan.

CONFIDENTIAL

**ST MARY'S COLLEGE OF MARYLAND
DOMESTIC PARTNER AFFIDAVIT FOR DOMESTIC PARTNERSHIP**

(ALL REQUIRED EVIDENCE AND DOCUMENTATION MUST BE ATTACHED TO THIS FORM)

Part I

I, _____, Social Security # _____
Domestic Partner – Print Full Name

Current Legal Address

affirm, under penalty of perjury, that _____ and I are domestic
(Employee's Name)

partners as defined under the Domestic Partner Policy of St. Mary's College of Maryland (SMCM), in that –

(1) We satisfy **all** the following requirements:

- (A) are the same sex;
- (B) share a close personal relationship and share financial and other resources for mutual benefit and responsibility;
- (C) have shared the same legal residence for at least 12 months;
- (D) are each at least 18 years old;
- (E) have voluntarily consented to the relationship, without fraud or duress;
- (F) are not married to, or in a domestic partnership with, any other person;
- (G) are not be related by blood or affinity in a way that would disqualify them from marriage under State law if the employee and partner were opposite sexes;
- (H) are legally competent to contract; and
- (I) share a joint housing lease, mortgage, or deed and provide other sufficient financial and legal obligations to satisfy at least three (3) of the following items (**evidence required**):
 - 1. joint ownership of a motor vehicle; or a joint real estate holding – such as a mortgage or a joint housing lease.
 - 2. a joint banking account; or a joint credit account; or a joint debt or loan account;
 - 3. designation of the partner as a beneficiary of the employee's life insurance, retirement benefits, or residuary estate under a will;
 - 4. designation of the partner as holding a power of attorney for financial and legal decisions regarding the employee; and
 - 5. designation of the partner as holding a durable power of attorney for health care decisions regarding the employee;

AND,

(2) We have registered the domestic partnership with the St. Mary's College of Maryland Office of Human Resources.

Part II

Termination of domestic partnership.

- (1) I understand that I must notify the Office of Human Resources (on an approved form) within 30 days after:
 - (A) termination of the domestic partnership by death or dissolution; or
 - (B) any other change in circumstances that disqualifies the relationship as a domestic partnership.
- (2) I further understand that when the domestic partnership ends, domestic partner benefits will terminate.

Part III

- (1) I understand this information will be held confidential and will be subject to disclosure only upon my express written authorization or if otherwise required by law.
- (2) I understand that if an employee receives a subsidy for tuition benefits and/or health benefits, including medical, dental, vision and prescription, for a domestic partner, the employee may be required to pay taxes on the value of the benefit. I understand that it is my responsibility to consult with a tax advisor or an attorney regarding tax implications of domestic partner benefits.
- (3) I affirm that I am eligible to receive benefits under the SMCM Domestic Partner Policy and affirm that I have not engaged in any fraud in order to receive these benefits. I further understand that if I willfully misrepresent the eligibility of myself, or in any way obtain benefits to which I am not entitled, my benefits will be canceled, I may be required to repay any claims which have been paid inappropriately, and I may face charges, including possible criminal and civil charges.¹

Domestic Partner's Signature

Date

Subscribed and sworn to before me this _____ day of _____, 20__.

, Notary Public

My commission expires _____

¹In order to ensure compliance, the Office of Human Resources will conduct an annual audit of the Domestic Partner Benefits and enrollment.