# CITY COLLEGES OF CHICAGO DOMESTIC PARTNER HEALTH, TUITION WAIVER AND BEREAVEMENT LEAVE BENEFITS APPLICATION PACKET

#### CITY COLLEGES OF CHICAGO DOMESTIC PARTNER HEALTH, TUITION WAIVER AND BEREAVEMENT LEAVE BENEFITS CHECKLIST

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## POLICY ON DOMESTIC PARTNER HEALTH, TUITION WAIVER AND BEREAVEMENT LEAVE BENEFITS

#### **Policy Statement**

The Board of Trustees of the City Colleges of Chicago states that all qualified 'Domestic Partners' of City Colleges of Chicago employees shall be eligible for the same health benefits, including health and dental insurance, vision coverage and bereavement leave available to legal spouses of individuals in the employee's same job family who are eligible for health benefits. In addition, in accordance with Board Resolution #24039 Amendment #27921 dated 04/12/2007 and Amendment #33723 dated May 9, 2019 qualified Domestic Partners may obtain Tuition Waivers available to legal spouses of individuals employed by City Colleges of Chicago for credit courses offered by City Colleges of Chicago.

- (A) 'Domestic Partners' shall be defined as two individuals who are in an exclusive, committed, long-term relationship who meet all of the following criteria:
  - Are both 18 years of age or over;
  - Have been cohabitating for at least 12 months;
  - Are not blood relatives; and
  - Are not married.

A 'Qualified Employee' shall be defined as an employee of the City Colleges of Chicago who is currently in a relationship that meets the criteria listed above.

- **(B)** Individuals currently in a relationship that meets the criteria listed above must also demonstrate joint responsibility for each other's common welfare and financial obligations by verifying the existence of at least two (2) of the following conditions:
  - A joint mortgage, lease, or ownership of real property;
  - Designation as a life insurance beneficiary for at least one year;
  - Joint ownership of a motor vehicle
  - A joint checking account;
  - Joint ownership of an investment or investment account;
  - Joint responsibility for debts.

## Domestic Partner Health, Tuition Waiver and Bereavement Leave Benefits Application Process

A qualified employee seeking Health, Tuition Waiver and Bereavement Leave Benefits for a qualified domestic partner shall contact the Office of Human Resources, Benefits Division to obtain a Domestic Partner Health, Tuition Waiver and Bereavement Leave Benefits application packet which consists of the following documents:

- Domestic Partner Health, Tuition Waiver and Bereavement Leave Benefits Fact Sheet;
- Domestic Partner Health, Tuition Waiver and Bereavement Leave Benefits Affidavit;
- Domestic Partner Bereavement Leave Benefit Registration Form;
- Domestic Partner Health Benefits Coverage Acknowledgement-A Form;
- Domestic Partner Health Benefits Coverage Acknowledgement-B Form.

Both partners must sign and notarize, where applicable, the above referenced documents and return them to the Office of Human Resources, Benefits Division for review. The Office of Human Resources, Benefits Division does not guarantee approval of eligibility for Domestic Partner Health, Tuition Waiver and Bereavement Leave Benefits.

The Office of Human Resources, Benefits Division shall review all documents and determine eligibility for Domestic Partner Health, Tuition Waiver and Bereavement Leave Benefits within ten (10) business days of receipt of a complete and fully executed application packet. Upon approval of eligibility, the qualified employee shall receive notification of the approval of the request from the Office of Human Resources, Benefits Division.

The qualified employee shall be required to contact the Office of Human Resources, Benefits Division within thirty (31) calendar days of the approval to enroll his/her Domestic Partner and his/her Domestic Partner's legal dependents in the appropriate health benefits plans available to the legal spouses and dependents of other employees in the qualified employee's job family.

A qualified employee's health insurance contributions for a domestic partner will be made on an after tax basis and the District's contribution for such coverage will be considered taxable income to the qualified employee. It is the employee's responsibility to consult with a tax advisor to determine the tax consequences of receipt of this benefit.

Upon termination of a Domestic Partnership, the qualified employee must complete and submit to the Office of Human Resources, Benefits Division, a 'Notice of Termination of Domestic Partnership' form. The qualified employee will not be allowed to submit another application for Domestic Partner Health, Tuition Waiver and Bereavement Leave Benefits until twelve (12) months after the Termination form has been filed with the Office of Human Resources, Benefits Division.

Information gathered during the application and review process or in the course of the administration of Domestic Partner Health, Tuition Waiver and Bereavement Leave Benefits will be treated as confidential and will be disclosed only as necessary in the course of the administration of benefits. All documents/records relating to the application for and the receipt of Domestic Partner Health, Tuition Waiver and Bereavement Leave Benefits shall be secured and maintained in the Office of Human Resources, Benefits Division.

#### CITY COLLEGES

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#### DOMESTIC PARTNER HEALTH, TUITION WAIVER AND BEREAVEMENT LEAVE BENEFITS FACT SHEET

A qualified domestic partner of a City Colleges of Chicago ("the District") qualified employee shall be eligible for the same health benefits, including health and dental insurance, vision coverage, tuition waiver and bereavement leave that the District offers to legal spouses of other employees in the qualified employee's job family who are eligible for health benefits.

For a domestic partner to be eligible for coverage, the qualified employee and domestic partner must complete and file with the Office of Human Resources, Benefits Division a 'Domestic Partner Health, Tuition Waiver and Bereavement Leave Benefits Affidavit.'

The qualified employee and domestic partner are responsible for providing the required documentation to satisfactorily support the domestic partner's eligibility for health benefits.

In <u>addition</u> to other requirements, eligibility for domestic partner coverage requires the following.

- Both are 18 years of age or over;
- Have been cohabitating for at least 12 months;
- Are not related by blood closer than would bar marriage in the State of Illinois;
- Are not married.

Any and all documents that may be required to substantiate the eligibility guidelines must be provided by the domestic partners at the time the Affidavit is submitted to the Office of Human Resources, Benefits Division. Original Birth Certificates and copies of Illinois Drivers Licenses or State of Illinois Identification Cards will be required. Other documents <u>may</u> include:

- Mortgage document, displaying common or joint ownership;
- Residential tenant lease, displaying common or joint tenancy;
- Motor vehicle title or loan document evidencing joint ownership;
- Evidence of a joint checking account or credit card; and or
- Properly executed Will & Testament identifying the domestic partner of the qualified employee as a primary beneficiary in the employee's Will & Testament.

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Persons who live together, but do not meet the criteria will not be considered domestic partners for the purpose of eligibility for Domestic Partners Health, Tuition Waiver and Bereavement Leave Benefits.

The District will terminate the provision of Domestic Partner Health, Tuition Waiver and Bereavement Leave Benefits for a qualified employee's domestic partner upon receipt of a properly completed and executed 'Notice of Termination of Domestic Partnership Form' from either the qualified employee or the qualified employee's domestic partner. If the domestic partner in any way becomes ineligible for benefits, it is the responsibility of the qualified employee to notify the Office of Human Resources, Benefits Division in writing, utilizing the same Notice of Termination Form. Following the termination of domestic partnership, a minimum of twelve (12) months must elapse before a qualified employee is eligible to designate a domestic partner and apply for benefits.

The Domestic Partner Health, Tuition Waiver and Bereavement Leave Benefits Affidavit affects only health, dental, vision, tuition waiver and bereavement leave benefits. Other employee benefits require individual notification of beneficiaries, directly from participating District employees to the provider, as required by those products.

A qualified employee who gives false, inaccurate, or misleading information on the affidavit or fails to correct any information that has become false, inaccurate, or misleading will face discipline up to and including termination consistent with any applicable collective bargaining agreements. If either party submits false, inaccurate or misleading information in the affidavit, or fails to correct information that has become false, inaccurate or misleading, both parties will be liable for any loss or expenditure, including but not limited to a payment of benefits by the District. The District may recover said loss or expenditure together with reasonable attorney's fees, and both parties may be subject to other penalties as provided by law.

The Internal Revenue Service (IRS) has ruled that under Internal Revenue Code Section 61 and regulation promulgated thereto, the fair market value of employer provided health coverage for a domestic partner may be included in the qualified employee's gross income. Accordingly, the District will deem the fair market value of the District provided health coverage for a domestic partner to be additional income to the qualified employee, subject to withholding and will include that fair market value on the forms (i.e.-W-2 form) that the District is required to provide to the IRS, which set forth set compensation paid to the employee.

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## AFFIDAVIT FOR DOMESTIC PARTNER HEALTH, TUITION WAIVER AND BEREAVEMENT LEAVE BENEFITS

Qualified Employee Information	Domestic Partner Information		
Name	Name		
SSN	SSN		
Date of Birth	Date of Birth		
College/Dist Office Dept	Employer		
Job Family	Department		
Street Address	Street Address		
City/State/Zip	City/State/Zip		
Home Phone	Home Phone		
Work Phone	Work Phone		
Current Insurance Provider(s)	Current Insurance Provider(s)		
Health:	Health		
Type: PPOHMOOther	Type: PPOHMOOther		
Dental:	Dental:		
Type: PPOHMOOther	Type: PPOHMOOther		
Vision_	Vision_		

Affidavit Page 1 of 2

To fulfill the eligibility requirements for Domestic Partner Health, Tuition Waiver and Bereavement Leave Benefits coverage established by the City Colleges of Chicago we attest that:

(Check <u>all</u> those that apply)  A) We are each other's sole dom	estic partner, r	esponsible for each other's	
common welfare, and	paraner, r	esponsiere for each outer s	
B) Neither of us is married, and			
C) We are not related by blood c State of Illinois, and	loser than wou	ld bar marriage in the	
D) We are at least eighteen (18)	D) We are at least eighteen (18) years of age, and we reside at the same residence, and		
E) We have been residing together Affidavit of Domestic Partner			
At least <b>TWO</b> of the following conditions relevant supporting documentation): A) A joint mortgage, lease, or			
B) Joint ownership of a motor vehicle;			
C) A joint checking account;			
D) Joint responsibility for debt	D) Joint responsibility for debts (e.g. credit card);		
E) Joint ownership of an invest	tment or invest	ment account;	
F) The domestic partner is idented employee's Will & Testame	-	ary beneficiary in the ance policy for at least one year.	
Subscribed and sworn to before me this	day of	in the year	
By Qualified Employee	Domestic Pa	artner	
Signature	Signature		
Name: (Print or Type)	Name:	(Print or Type)	
(Print or Type)		(Print or Type)	
who stated that they executed this affidavit	as their volunt	ary act and deed.	
	otary Public)		
Affidavit Page 2 of 2			

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## DOMESTIC PARTNER HEALTH, TUITION WAIVER AND BEREAVEMENT LEAVE BENFITS ACKNOWLEDGEMENT-A

I, the Qualified Employee, understand and acknowledge that the provision of health benefits to my domestic partner will have tax consequences for me. Consequently, it is <u>my responsibility</u> to consult with a tax advisor prior to making this decision.

I agree to hold harmless the City Colleges of Chicago and any providers of health benefits for any negative tax consequences I or my Domestic Partner may incur as a result of making the decision to receive Domestic Partner Health, Tuition Waiver and Bereavement Leave Benefits.

I, the Qualified Employee, understand that if I wish to apply for Domestic Partner Health, Tuition Waiver and Bereavement Leave Benefits, I must make application with the Office of Human Resources, Benefits Division at 3901 S. State Street, Chicago, Illinois 60609 (312) 553-2895

We have read and understand the information provided in the District's Domestic Partner Health, Tuition Waiver and Bereavement Benefits Facts Sheet.

Employee's	Domestic Partner's	
Signature:	Signature:	
(Print or Type)	(Print or Type)	
Date	Date	

#### CITY COLLEGES

## DOMESTICT PARTNER HEALTH, TUITION WAIVER AND BERERAVEMENT LEAVE BENEFITS ACKNOWLEDGEMENT-B

We agree to notify the Office of Human Resources, Benefits Division of any change in circumstances, which we have attested to in this affidavit within thirty (31) calendar days of any such changes. We understand and agree that the giving of false, inaccurate, or misleading information in this affidavit, or the failure to correct any information that has become false, inaccurate or misleading, shall subject the employee to discipline as set forth in the District's Board Rules and any applicable Collective Bargaining Agreements and may result in other penalties as provided by law. We understand and agree that if either of us has given false, inaccurate, or misleading information in this affidavit, or fails to correct any information that has become false, inaccurate or misleading and the District or provider of benefits hereunder incurs a financial loss or expenditure, including but not limited to payment of benefits, as a result of relying upon said false, inaccurate, or misleading information, we may be liable for said loss or expenditure and the District or the provider of benefits may recover said loss or expenditure from us, together with reasonable attorney's fee.

We acknowledge that the Domestic Partner Health, Tuition Waiver and Bereavement Leave Benefits Affidavit affects only health, dental and vision, and bereavement benefits. We understand that that other employee benefits require individual notification of beneficiaries, directly from participating District employees to the provider, as required by those products.

Qualified Employee	Domestic Partner
Signature	Signature
Name:	Name:
(Print or Type)	(Print or Type)
Have you ever been known by another name?	Have you ever been known by another name?
Yes No	YesNo
If yes, please type or print the name here.	If yes, please type or print the name here.

#### DOMESTIC PARTNER BEREVEMENT LEAVE BENEFIT REGISTRATION FORM

TO: Office of Payroll

The Office of Human Resources, Benefits Division has determined that the undersigned qualified employee meets the criteria and therefore is deemed eligible to receive Domestic Partner Bereavement Leave Benefits as it applies to other employees in the qualified employee's job family. Upon submission of the appropriate documentation, (i.e., proof of death and relationship of deceased to the domestic partner, etc.), the qualified employee shall be granted paid bereavement leave in the same manner as it is granted to other employee's in the qualified employee's job family.

Qualified Employee			
Name (Print or Type)			
(Print or Type)			
Title			
Job Family			
College/District Office Department _			
Domestic Partner			
Name (Print or Type)			
(Print or Type)			
FOR OFFICE OF HUMAN RESOURCES, BENEF	TITS DIVISION USE ONLY		
Authorized Signature	Title	Date	
Office of Human Resource			
Benefits Division			

#### NOTICE OF TERMINATION OF DOMESTIC PARTNERSHIP

	or about, said domestic d. I/We understand that health benefits coverage estic partner), will cease to continue and such is
mengiote for further coverage.	
received by the Office of Human Resources	this Termination of Domestic Partnership form is , Benefits Division a minimum of twelve (12) esignate another domestic partner and apply for
I declare under penalty of perjury under the law correct.	vs of the Sate of Illinois that the above is true and
Qualified Employee	
Signature	Date
(Print or Type)	
Former Domestic Partner	
Signature	Date
(Print or Type	
OR	
I declare that have sent a copy of this notice to i	my former domestic partner on this date: