Bowdoin College

Salary Continuation Plan for Faculty
Benefits under the Short Term Disability Salary Continuation Plan described in the following pages are provided and funded by the Employer.

The Employer has full responsibility for payment of any benefits due according to the terms and conditions of the Plan.
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The Bowdoin College (the “College”) Salary Continuation Plan (the “Plan”) provides income to eligible faculty employees during periods of short-term disability. Benefits under the Plan are provided at no expense to eligible employees. However, benefits when received will be subject to all applicable taxes.

DEFINITIONS

The following are the definitions of terms as used in this Plan description.

“Disabled” means that an employee is unable to perform the material and substantial duties of their regular occupation due to a sickness or injury and there is a loss of 20% or more of their weekly earnings due to the sickness or injury.

“Provider” means a person who is performing tasks that are within the limits of his or her medical license; and
- is licensed to practice medicine and prescribe and administer drugs or to perform surgery; and
- has a doctoral degree in Psychology (Ph.D. or Psy.D) whose primary practice is treating patients; or
- is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

The Plan will not accept medical evidence from an employee’s relative including, but not limited to, the employee, a spouse, a child, a sibling, or parent.

“Monthly Earnings” means an employee’s gross monthly earnings in effect before a disability began and does not include commissions, bonuses, overtime, or other extra compensation paid by the College.

ELIGIBILITY

The following faculty employees may be eligible for benefits under the Plan.

✓ Full-time and part-time benefits eligible Faculty (Exempt Employees) that work at least 50% of the normal faculty course load.

Otherwise eligible employees who do not submit a completed claim form, including medical evidence of the disability submitted by a licensed provider, will not be eligible for benefits.

The deadline for filing a short term disability claim is 31 days after the end of the elimination period, if any. If, through no fault of your own, you are not able to meet the deadline for filing a claim, your claim may still be accepted if you file as soon as possible.
BENEFITS

When Benefits Begin
Benefits will begin to be paid as of the first day of a disability resulting from an illness or accident and may continue up to the lesser of 180 days or when the employee is no longer disabled.

Benefit Amount
The benefit amount received is as follows.

- Employees will be paid 100% of their monthly earnings.

Benefit Reduction
With the exception of state disability benefits, the amount paid will be reduced by other income benefits that an employee receives for this disability. This other income includes, but is not limited to, the following,

- All disability benefits that the employee is entitled to receive from any compulsory benefit act or law with the exception of any applicable temporary disability or state disability benefits required by state law.
- All disability benefits that an employee is entitled to receive from any other group plan.
- All disability benefits an employee is entitled to under any: (a) no-fault motor vehicle coverage; (b) motor vehicle financial responsibility act; or (c) similar law. This does not apply if state law or regulation does not allow group disability benefits to be reduced by benefits from such coverage.
- All benefits to which an employee is entitled to from: (a) a Workers' Compensation law; (b) an occupational disease law; or (c) any other act or law of like intent.
- All disability benefits to which an employee is entitled to from any third party when your disability is the result of the negligence or intentional tort liability of that third party.

Each employee receiving benefits under this Plan shall immediately report to the College any income such employee receives for his or her disability. Failure to report such income may result in an employee’s ineligibility for benefits under the Plan.

When Benefits Terminate
Benefits under the Plan will terminate at the earliest of the following dates.

- The date indicated by the employee’s Provider as the employee’s return-to-work date;
- The date that the employee exhausts the available benefit period provided by the Plan;
- The date the employee fails to provide requested documentation or to comply with other terms of the Plan;
- The date the employee informs the College that s/he will not be returning to work; or
- The date that is six months (180 days) from the date of short-term disability
BENEFIT EXCLUSIONS

Benefits will not cover disabilities, which were due to any of the following:

- intentionally self-inflicted injuries;
- war, declared or undeclared, or any act of way;
- injuries which are a result of active participation in a riot; or
- injuries which are a result of active participation in the commission of a crime.

Benefits will not be paid for any disability caused by a pre-existing condition. A pre-existing condition is a sickness or injury for which you received medical treatment, consultation, care or services including diagnostic measures, or had taken prescribed drugs or medicines in the three (3) months prior to your initial eligibility to participate under the terms of this Plan; provided, however, that this pre-existing condition exclusion shall cease to be applicable as of the six (6) month anniversary of the employee’s initial eligibility to participate in this Plan.

EMPLOYMENT TERMINATION

The provision of the Salary Continuation Plan does not limit the College’s discretion to take employment action in accordance with the College’s applicable policies and procedures.

PERIODS OF DISABILITY / RECURRENT DISABILITY

Employees are eligible to receive benefits for up to 180 days for any single period of disability. If an employee returns to their normal work schedule for a period of more than one month and becomes disabled again due to the same or related condition(s), the reoccurrence will be considered to be a new disability subject to a new elimination period. The maximum allowance in twelve-month period will be 180 days of coverage.

OTHER BENEFITS

While on disability under this Plan, employees will continue to receive on the same basis covered benefits that they had (medical, life, 401(a), etc.) prior to when their disability leave began, subject to the terms, conditions, and legal requirements applicable to such covered benefits. Employees will continue to pay any amounts they had previously designated to be deferred for these benefits (see the College’s MEDICAL ABSENCES AND LEAVE POLICY FOR FACULTY).

In general, except as provided under the terms and conditions of other plans, programs or policies of the College, any period for which an employee is out on disability and is eligible for benefits under this Plan shall be treated as a period of continued employment with the College. If an employee exhausts their benefits under the Plan, any benefits that are able to be continued will be offered in accordance with any applicable law or insurance contract including, but not limited to, COBRA, waiver of premium provisions, conversion provisions, etc.
COORDINATION WITH THE COLLEGE’S FAMILY AND MEDICAL LEAVE POLICY

Leave available through the College’s Salary Continuation Plan runs concurrent with leave available under the federal/state family medical leave laws; if applicable (see the College’s FAMILY AND MEDICAL LEAVE POLICY).

COORDINATION WITH LONG-TERM DISABILITY (LTD) BENEFITS

Bowdoin’s salary continuance Plan does not duplicate the requirements and benefits offered under the College’s insured LTD plan; therefore, eligibility to receive salary continuation under this Plan does not guarantee that benefits will be paid under the insured LTD plan. Additional information on LTD benefits is included in the LTD carrier’s booklet and/or is available from the Human Resources Office.

CLAIMS

After the elimination period, an employee must notify Human Resources and submit written evidence of their disability to the College’s disability carrier. This written evidence includes a completed Disability Statement and a Provider’s statement, which includes diagnosis, prognosis, and expected date of return to work.

SUBROGATION

Unless otherwise prohibited by law, this provision applies whenever someone else (including your own insurer under an automobile or other policy) is legally responsible or agrees to compensate you for an illness or injury suffered by you or your dependent(s) that is covered by this Plan. If you file a claim under this Plan for benefits arising out of or related to an illness or injury due to the act of a third party, the Plan will be subrogated to any legal claim you may have against the third party. “Subrogation” means the Plan has the right to act in your place to make a lawful claim or demand against the third party.

If you receive any recovery from the third party, you must reimburse the Plan before all others for any benefits it paid relating to that illness or injury, up to the full amount of the recovery received from the other party (regardless of how that recovery may be characterized). The reimbursement required under this provision will not be reduced to reflect any costs or attorney’s fees incurred in obtaining compensation unless separately agreed to, in writing, by the Plan Administrator in the exercise of its sole discretion. Any so called “make-whole doctrine,” “common fund doctrine,” or “attorney’s fee doctrine” will not defeat the Plan’s right to full recovery. The Plan may also seek restitution in equity, for example, through a constructive trust or equitable lien upon particular funds for property.

The Plan reserves the right to have you sign a statement that acknowledges your obligation to reimburse the Plan under this provision for any benefits it paid relating to such illness or injury. That obligation will arise upon the payment of any Plan benefits relating to the illness or injury, whether or not you sign such a statement.
RECOVERY OF OVERPAYMENTS

If an error occurs and an employee is overpaid benefits due them under the Plan, the College has the right to recover such overpayments.

MISCELLANEOUS

- The College retains the right to require an employee to submit to an independent medical examination (IME). The results of the IME will be binding on both the College and the employee. If an employee refuses to do so, benefits will be terminated under the Plan.
- Once the disability has been approved, and not before, benefits will begin to be paid in accordance with the Plan. Checks will be automatically deposited into your bank account unless otherwise requested.
- Employees may have their disability approved prior to the actual start of the disability, i.e., pregnancy, scheduled operations, etc., if all the written evidence has been submitted for such approval.
- Continued evidence of disability will be required on at least a monthly basis. However, the College reserves the right and opportunity to require more frequent evidence of disability. This right may be used as often as reasonably required.

ADMINISTRATION

The College will be responsible for the day-to-day operation of this Plan. This includes the right to contract with third-party claims administrators for claim reviews.

The College reserves the right to amend or terminate this Plan. However, any change or termination will not affect the benefits of employees who are receiving benefits at the time of such change or termination.

Nothing in this Plan diminishes or eliminates an employee’s rights and protections under the Americans with Disabilities Act or any other law, which may be applicable to an employee’s disability, or any other disability benefit sponsored by the College.