

Affidavit of Domestic Partnership for Benefits Eligibility

I. Declaration

We, _____ and _____
employee (print) domestic partner (print)

certify that we are domestic partners in accordance with the following criteria and eligibility for benefits coverage under the Salt Lake City School District (the “District”) benefit program.

II. Status

The employee and intended domestic partner must provide evidence attesting to the following eligibility requirements.

1. We are each other’s sole domestic partner and intend to remain so indefinitely.
2. Neither one of us is married to, or is a domestic partner or tax dependent of, another person.
3. We are at least eighteen (18) years of age and mentally competent to consent to contract.
4. We are not related by blood to a degree of closeness which would prohibit legal marriage in the state in which we legally reside.
5. We reside together in the same residence, have done so continuously for the past 12 months, and intend to do so indefinitely.
6. We are jointly responsible for each other’s common welfare and financial obligations, and **attached to this affidavit as evidence of financial interdependence are copies of at least two (2) of the following:**
 - a. federal income tax return(s) listing one of us as a dependent of the other;
 - b. a document showing common ownership or leasehold of real property, such as mortgages, leases, and titles to real property;
 - c. a document showing common ownership of a motor vehicle;
 - d. evidence of joint bank accounts or credit account;
 - e. a designation of beneficiary for life insurance or retirement benefits, or under the employee’s will;
 - f. assignment of durable power of attorney; or
 - g. any other document which the District may reasonably request which reflects our joint financial responsibilities.
7. We understand that as domestic partners we are subject to the same 30-day notice requirement of a qualifying event as set forth in the District’s benefit program as are all other District employees who are covered by or applying for District benefits.

III. Change in Domestic Partnership

1. We understand the domestic partnership terminates when any of the following occur:
 - a. The domestic partner dies;
 - b. The domestic partnership ends and the employee submits a “Declaration of Termination of a Domestic Partnership” to the district
 - c. The employee and/or the domestic partner marries another person; or
 - d. The employee stops sharing the same principal residence with the domestic partner.

The employee agrees to notify the District’s Benefits Coordinator in writing if there is any change in our status as domestic partners, which would make us no longer eligible for the District’s domestic partner benefits.

2. After termination of a domestic partnership,
I, _____, understand that I cannot file
employee name (print)
a subsequent Affidavit of Domestic Partnership for Benefits Eligibility until twelve (12) months after notification of the termination of domestic partnership has been filed with the District’s benefits department.
3. We have provided the information in this affidavit for use by the District’s Benefit’s Analyst for the sole purpose of determining our eligibility for domestic partner benefits and understand that the information will be held strictly confidential.
4. We understand that premiums or parts of premiums for individual coverage may be included in the employee’s reported gross income for tax purposes.
5. We understand that some courts have recognized non-marriage relationships as the equivalence of marriage for the purpose of establishing and dividing community property.
6. We understand that domestic partners and their eligible dependents are eligible for continuation rights for health/dental insurance under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) (29 USC § 1161 et seq., and 42 USC § 300bb-1 et seq.) for COBRA qualifying events.
7. We affirm, under the penalty of perjury, that the assertions in this affidavit are true to the best of our knowledge.

IV. The District's Rights

The District reserves the right to terminate, modify, or adjust this policy at any time and in its sole discretion.

Employee Signature _____ Date _____

Domestic Partner Signature _____ Date _____

Domestic Partner Address: _____

City: _____ State: _____ Zip code: _____

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

[signature of Notary]

[printed name of Notary]
NOTARY PUBLIC

My commission expires: _____, 20_____