



## Leman Academy of Excellence Affidavit of Domestic Partnership

We, \_\_\_\_\_ and \_\_\_\_\_,  
(Employee's Name-Print) (Partner's Name-Print)

certify that we are Domestic Partners as described in the benefits enrollment material of Leman Academy of Excellence and that we are therefore eligible for benefits.

1. We have an exclusive committed relationship and we have been in such a relationship for at least six months.
2. We are two adults who have chosen to share their lives (Domestic Partner) in an intimate and committed relationship, reside together, and share a mutual obligation of support for the basic necessities of life
3. We are responsible for each other's common welfare and financial obligations. We are liable to third parties for most obligations incurred by each other and will continue to be so liable during the period that the non-employee partner is covered by the Leman Academy of Excellence benefits program.
4. We share the same principal place of residence with each other and intend to do so indefinitely.
5. We are at least eighteen years old and are both mentally competent to consent and enter into a contract.
6. Neither one of us is legally married to anyone else or has had another domestic partner within the last six months.
7. We are not related by blood to a degree of closeness that would prohibit legal marriage in the state in which we legally reside.
8. If a termination of relationship occurs, the employee partner agrees that he/she will not file a subsequent Affidavit of Domestic Partnership for a period of six months from the date of notification in writing of the existing partnership's termination *unless* the Affidavit is filed for the same non-employee partner.
9. I understand that COBRA benefits are not available to domestic partners and their dependents.
10. We understand and agree that the employee partner can and will make health plan elections on behalf of the non-employee partner.
11. We understand that under applicable state and federal income tax laws employer contributions for the non-employee partner's health benefits can result in additional imputed income to the employee and that such tax may not be paid with pre-tax dollars.
12. We understand that any fraudulent claims of partnership, or any failure to comply with the requirements for plan qualification of Leman Academy of Excellence can result in loss of employment and/or civil action against us to recover losses, fees, premiums, and so on.
13. We understand that some courts recognize non-marriage relationships, not limited to opposite-sex common-law relationships or opposite-sex domestic partnerships, as the equivalent of legal marriage in terms of establishing and dividing community property.

**We can provide all or some of the following types of documentation upon request (at least 2):**

- Domestic Partner Affidavit
- Designation of Domestic Partner as beneficiary for life insurance and retirement contract
- Designation of Domestic Partner as primary beneficiary in employee's or insured's will
- Durable property and health care powers of attorney
- Joint ownership of motor vehicle, joint checking account or joint credit account
- Joint mortgage or lease



We understand that this document is filed confidentially but may be subject to subpoena

I acknowledge that:

- I understand that I would be well advised to consult an attorney regarding the possibility that the filing of this Affidavit may have certain legal consequences, including the fact that it may, in the event of the termination of the Domestic Partnership relationship, be regarded as a factor leading a court to treat the relationship as the equivalent of marriage for the purpose of establishing and dividing community property, or for ordering payment of support.
- I have an obligation to file a Statement of Disenrollment, Death, or Termination of Domestic Partnership with the District's Plan Administrator or designated representative within (30) days of the earliest of (a) the death of my Domestic Partner; (b) the date on which any of the criteria of a Domestic Partnership relationship is no longer met. I further understand that the effective date of the end of the Domestic Partnership relationship is the earliest of (a) the death of my Domestic Partner; (b) the date on which I file a Statement of Disenrollment, Death or Termination of Domestic Partnership with the District's Plan Administrator or designated representative.
- I understand that I am responsible for the reimbursement of any expenses incurred as a result of any false or misleading statement contained in this Affidavit of Domestic Partnership, including claims paid under any benefit plans in which I enroll my Domestic Partnership.

We have read and we understand the terms and conditions under which this coverage is offered and accepted. We declare all statements assigned to by us are true and that all documents submitted to support these statements (if requested) are also true and verifiable.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Domestic Partner Signature \_\_\_\_\_ Date \_\_\_\_\_

**Notary Public Use Only**

State of \_\_\_\_\_ county of \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, in the

year \_\_\_\_\_, before me personally appeared herein and who executed the foregoing, and swore to its truth. Before me,

\_\_\_\_\_  
Notary public signature and commission expiration date