

STATEMENT OF DOMESTIC PARTNERSHIP

Declaration

We, _____ and _____ certify that we are
Print employee's first and last name *Print Domestic Partner's first and last name*
domestic partners in accordance with the following criteria.

Criteria

1. We have exclusive mutual commitment, similar to that of marriage and;
2. We are each other's sole domestic partner and intend to remain so indefinitely and;
3. Neither one of us are legally married to anyone outside of our relationship and;
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 and;
5. We are at least eighteen (18) years of age and are legally competent to contract and;
6. We are currently residing together and have resided together in a common house hold for at least six (6) consecutive months and intend to reside together indefinitely and;
7. It has been at least six (6) months since the Benefits Department has received a Statement of Termination of a previous domestic partnership form either of us (if applicable) and;
8. We share joint responsibility for our common welfare, living expenses, and financial obligations. Joint responsibility for each other's common welfare and financial obligations must be demonstrated by the existence of at least two (2) of the following. We have circled the type of documentation that we are providing.
 - a. Qualifying Domestic Partnership Agreement
NOTE: A qualifying domestic partnership agreement is a legally binding agreement between two individuals creating personal and financial interdependence (i.e., joint and several liabilities for each other's debts and expenses; responsibility for mutual care, etc.).
 - b. Domestic partnership documentation or civil union documentation from a state/local municipality/country in which relationship is recognized
 - c. Co-Parenting Agreement
 - d. Adoption Agreement
 - e. Joint deed, mortgage agreement or lease
 - f. Joint ownership of a motor vehicle
 - g. Joint bank account
 - h. Joint credit card account or other liability
 - i. Designation of domestic partner as a primary beneficiary for life insurance (not The New School plan)
 - j. Designation of domestic partner as a primary beneficiary for retirement benefits (not The New School plan)
 - k. Designation of domestic partner as a primary beneficiary of a Will
 - l. Durable property or health care power of attorney

Change in Domestic Partnership

We agree to notify The New School Office of Human Resources if there is any change in our status as domestic partners as certified and acknowledged in this statement. We will notify the Office of Human Resources within thirty-one (31) days of such change by filing a "Statement of Termination of Domestic Partnership". Coverage in the benefit programs will end on the last day of the month in which the partnership ends. After submitting a Statement of Termination, I

_____, understand that a subsequent Statement of
Print employee's first and last name

Domestic Partnership cannot be filed until at least six (6) months after a Statement of Termination has been received by the Office of Human Resources.

Acknowledgements

By Signing this Statement, I declare and acknowledge my understanding that:

1. Domestic partners are subject to the same plan provisions which govern all other participant in the benefit plans and programs. All employees are subject to a thirty-one (31) day limit on the enrollment period beginning on the date of the event (e.g., birth, marriage, adoption, approval of the statement of Domestic Partnership). The plan document and the insurance contracts govern all questions of coverage.
2. The New School reserves the right to request additional proof that my partner meets the joint residency (criterion 6) and financial interdependence (criterion 8) eligibility criteria, and I agree to provide The New School with documents if requested to do so.
3. The New School has no legal obligation to offer COBRA continuation rights to domestic partners and their children; however, The New School will extend the same health insurance coverage to former Domestic Partners and their children that is does to former spouses and their children under the provisions of COBRA, dependent upon insurance company consent.
4. If a domestic partner (and partner's children if applicable) do not qualify as dependents of an employee as defined by Internal Revenue Code, we understand that the portion of the employee's payroll contribution attributable to the domestic partner/partner's children will be deducted on an after-tax basis. Additionally, the value of the coverage attributable to the partner/partner's children will be treated as imputed income to the employee. The New School will not assume any responsibility for any tax obligation that might result for me or for my domestic partner from these acknowledgements.
5. We have provided the information in this Statement knowing that The New School will be relying on the acknowledgements made in this Statement and will be granting certain privileges and to us based on such reliance.
6. We understand that making any false or misleading declarations and acknowledgements in this Statement of Domestic Partnership or failure to notify The New School of any change in status as domestic partners may lead to disciplinary action, including, but not limited to loss of related benefits and termination of employment.
7. We understand that The New School may change its rules on domestic partners, continuation of benefits, and any other aspect of the benefit plans and programs at any time.
8. We affirm and declare under penalty of perjury that the statements made above are true and complete to the best of our knowledge. We understand that it is possible that this Statement could impose on either of us obligations to the domestic partner, the domestic partner's children, or to the creditors of our domestic partner. These obligators include the economic consequences of a marital relationship, such as responsibility for each other's debts, joint ownership of property acquired during the relationship, equitable distributions of such jointly owned property and/or continuing financial support obligations upon termination of the relationship, rights to pension accruals, and rights in a domestic partner's estate.

Employee Signature _____ Domestic Partner Signature _____

Print Name _____ Print Name _____

Social Security # _____ Social Security # _____

Date _____ Date _____

New School Office of Human Resources Approval

Signature _____ Date _____

Print Name _____