

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA
DECLARATION OF DOMESTIC PARTNERSHIP and
AFFIDAVIT OF FINANCIAL RESPONSIBILITY

EMPLOYEE NAME & ID NUMBER: _____

PARTNER'S NAME: _____

This Declaration of Domestic Partnership is submitted for the purpose of qualifying for benefits that the School District of Osceola County extends or may extend to School District Employees' Domestic Partners and their dependent children.

As Domestic Partners, we hereby declare that we are two individuals of the same or opposite gender who reside together in a long term relationship of indefinite duration; and, that there is an exclusive mutual commitment in which we agree to be jointly responsible to each other's common welfare and share financial obligations.

We declare and acknowledge that we meet all six (6) of the following criteria:

- 1) We are each other's sole Domestic Partner and intend to remain so indefinitely.
- 2) We have a common residence and, at the time of this declaration, have resided together on a continuous basis for the preceding twelve (12) months and intend to continue the arrangement.
- 3) We are at least 18 years of age and mentally competent to consent to a contract.
- 4) We share responsibility for a significant measure of each other's common welfare and financial obligations.
- 5) We are not married to or Domestic Partners with anyone else and have not been so during the preceding twelve (12) months.
- 6) We are not related by blood in anyway which would prohibit legal marriage in the State of Florida, and are not related by marriage.

As proof of eligibility to declare Domestic Partnership, we are furnishing two (2) documents as proof of our joint residence and our financial interdependence:

Residence:

_____ Lease, Deed or Mortgage indicating that both parties are jointly responsible for the primary residence of both Partners;

_____ Driver's License for both Partners showing the same address

_____ Passports for both Partners showing the same address

Financial Responsibility:

_____ Joint ownership of a vehicle used for transportation

_____ Designation of the Partner as Primary Beneficiary of the Employee's Will or Joint Wills, Life Insurance Policies, Deferred Compensation or other Retirement/Disability Policies.

_____ Joint ownership of regularly used Checking or Savings Account

_____ Credit Cards with like Account Numbers with the same Credit Card Companies in each Partner's name

It is further understood that by completing this form, we acknowledge receipt and understanding of the School District of Osceola County Employee Declaration of Domestic Partnership Policy and Notice of the Termination of Declaration of Domestic Partnership form.

I affirm, under penalty of perjury, that the statements in this affidavit are true to the best of my knowledge.

Signature of Employee: _____

Print Employee's Name: _____

Signature of Partner: _____

Print Partner's Name: _____

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

Personally Known () or Produced ID ()

Notary Signature

Print Notary's Name

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA
NOTICE OF TERMINATION OF DECLARATION OF DOMESTIC PARTNERSHIP

EMPLOYEE NAME & ID NUMBER: _____

I hereby notify the School District Risk & Benefits Management Department that my Domestic Partnership has been terminated.

1. My Domestic Partnership with _____ has been terminated due to the following reason(s):

_____ My Domestic Partner and I no longer meet the eligibility requirement.

_____ My Partner, listed above, has died (**Attach Death Certificate**)
(Termination is effective immediately)

_____ My Partner, listed above, has married (Termination is effective immediately)

_____ I wish to voluntarily terminate my Partnership (**Complete Sections 2 & 3 below**)

_____ My Domestic Partnership has dissolved.

2. I sent a copy of this Notice Certified, Return Receipt Required mail to my former Domestic Partner on _____ (Date) (**Attach copy of signed Receipt**).

The mailed copy was sent to the following address:

This Voluntary Termination shall become effective immediately from the date of receipt by the Risk & Benefits Management Department of the School District of Osceola County. I understand that I may not register another Domestic Partnership for a period of twelve (12) months from the date of receipt by the Risk & Benefits Management Department of the School District of Osceola County.

3. I declare under penalty of perjury under the laws of the State of Florida that the statements above are true and correct.

Signature of Employee: _____

Print Employee's Name: _____

Sworn and Subscribed before me this _____ day of _____, 20____.

Personally Known () or Produced ID ()

Notary Signature

Print Notary's Name

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DOMESTIC PARTNERSHIP BENEFITS

6.921+

- I. It is the policy of the School District to offer benefits to domestic partners and their dependent children. Domestic partners are defined to be two individuals of the same or opposite gender who reside together with the intent of a committed relationship that meet the criteria listed below to qualify for Domestic partnership Benefits. This declaration does not affect Federal or State laws, and is subordinate to such laws concerning common law marriages, real and personal property rights, wills and estates, child custody, taxes, etc.
- II. The following criteria must be met to be considered for domestic partnership benefits. The partners must declare:
 - A. The employee and his/ her partner are each other's sole and exclusive domestic partner and they mutually intend to remain so indefinitely.
 - B. The employee and his/ her partner reside together in a common residence and at the time of the declaration, must have previously resided together on a continuous basis for the preceding twelve (12) months and intend to continue that arrangement.
 - C. Both the employee and his/ her partner are at least 18 years of age and mentally competent to consent to a contract.
 - D. The employee and his/ her partner shall have the responsibility for a significant measure of each other's common welfare and financial obligations.
 - E. The employee and his/ her partner are not married to or domestic partners as defined herein, with anyone else and have not been so during the preceding twelve (12) months prior to the declaration.
 - F. The employee and his/ her partner are not related by blood to a degree of closeness that would prohibit legal marriage in the State of Florida (i.e. siblings or first cousins).
- III. All employees wishing to claim domestic partnership benefits must execute a written declaration, acknowledging the above listed criteria and submit the necessary and appropriate paperwork as requested by the School District to substantiate their eligibility. Proof of eligibility shall require a minimum of two (2) documents/ instruments showing joint residency and joint financial responsibility. Subsequent declarations with a different partner are not eligible for consideration until at least twelve (12) months have elapsed since the previous declaration has been terminated by the School District. If, after the initial declaration, the criteria changes

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for domestic partnership benefits, the employee shall promptly submit any new documentation necessary to comply with the new policy.

- IV. A qualified domestic partner and dependent children may be eligible for group insurance coverage for Medical, Dental, Vision and Universal Life Insurance.
- V. All employees who qualify for this benefit recognize and acknowledge that IRS regulation does not recognize domestic partners as the equivalent of spouses. As such, payroll deductions cannot be made on a pretax basis and those employees shall have to pay income tax on the imputed value of the domestic partnership benefit. Employees are encouraged to seek tax advice from a qualified tax accountant.
- VI. If an employee terminates his/her employment with the School District, the domestic partner and dependent children are eligible for COBRA coverage for Medical, Dental and Vision coverage.
- VII. A domestic partnership shall be considered automatically terminated in the event that one of the domestic partners, marries, remarries, dies or enters into a domestic partnership with another. In those instances where a domestic partnership dissolves, the date of termination shall be the date of the event the eligibility is lost, not the date of notice to the School District. Within 30 days of that date, the employee is required to complete and file with the School District's Risk & Benefits Management Department a Notice of Termination of Declaration of Domestic Partnership.
- VIII. Domestic partners have the obligation to and shall within thirty (30) days of the date of which the domestic partnership no longer meets the eligibility criteria file with the School District's Risk & Benefits Management Department a Notice of Termination of Domestic Partnership. Failure to timely report and file the Notice of Termination of Domestic Partnership is a violation of District policy and will lead to disciplinary action, including possible termination.
- IX. If the employee fails to comply with the policies of the domestic partnership benefits, the District may seek reimbursement from the employee (even if the employee no longer works for the District) for any and all benefits paid under the plan on behalf of the ineligible dependent, plus any costs and attorney fees associated with obtaining reimbursement.
- X. If at any time State or Federal law is enacted to treat a union between same-sex couples, under either or both State or Federal law, as a marriage, then the School District will treat such relationships as such to the fullest extent allowed by law, and will afford such couples all associated benefits.

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STATUTORY AUTHORITY: 1001.41, 1012.22, 1012.23, F.S.

LAW(S) IMPLEMENTED: 112.0801, 250.341, 340.33, 1001.43, F.S.

HISTORY: **ADOPTED: 09/17/13**
REVISED: N/A
FORMERLY: NEW