



Affidavit of Domestic Partnership

We, _____ and _____
(Print faculty/staff member's name) *(Print domestic partner's name)*

hereby certify to Rollins College that we are domestic partners in accordance with the following criteria:

CRITERIA

1. We are each other's sole Domestic Partner with the intention to remain so indefinitely. Neither one of us is legally married to someone else;
2. We are in a relationship of mutual support, caring and commitment, which we consider to be the functional equivalent of marriage. We share joint responsibility for the household and basic living expenses;
3. We are not related by blood;
4. We each are at least eighteen (18) years of age;
5. We have resided together for at least six (6) months and intend to reside together indefinitely.

ACKNOWLEDGEMENTS

By signing this statement, we further acknowledge that we have been informed that:

1. The benefits available to my domestic partner and partner's dependent children are subject to the policies and guidelines governing employee benefits. The plan documents, College policy and insurance contracts govern all questions of coverage.
2. Rollins College reserves the right to request proof that our partnership meets the joint residency and financial interdependency eligibility criteria. We agree to provide supporting documentation when requested to do so.
3. IRS regulations require that the "fair market value" of health insurance benefits extended domestic partners and their dependent children be treated as taxable income to the employee unless they qualify as tax dependents of the employee in accordance with IRS Section 152 (see attachment). Additionally, if Section 152 dependent status is not claimed, the employee's portion of premiums for such coverage must be paid for on an

after tax basis. It is noted that Section 152 dependent status can only be claimed during the open enrollment period for tax treatment in the following tax year.

4. IRS regulations require that the “fair market value” of tuition benefits extended to domestic partners be treated as taxable income to the employee. IRS regulations also require that the value of tuition benefits extended to a domestic partner’s dependent children be treated as taxable income to the employee, unless such beneficiaries are legal dependents of the employee (i.e. adopted).
5. If there is any change in our status as Domestic Partners as certified in this Affidavit, including dissolution thereof, we will notify Rollins College within thirty (30) days of the effective date of such change. Upon dissolution of domestic partnership, a Statement of Termination of Domestic Partnership must be completed and submitted to the Benefits Administrator. Domestic partner benefits status will be terminated as of the date the Benefits Administrator receives a signed Statement of Termination.
6. No individual who has filed an Affidavit of Domestic Partnership may file another such affidavit to qualify for domestic partner benefits until at least twelve (12) months have elapsed following the date a Statement of Termination has been filed with the Benefits Administrator ending a previous partnership status.
7. The information provided in this Statement is for use by the College for the sole purpose of determining and maintaining eligibility for Domestic Partner benefits and ensuring proper administration thereof. We understand that this information will be held confidential and will not be subject to use or disclosure in connection with any other purpose except as required pursuant to a court order.
8. This signed affidavit may have potential legal implications, including the imposition of joint responsibility for our respective financial obligations. Any questions regarding the potential legal effects of signing this Affidavit should be discussed with an attorney.
9. Employees who make false statements about satisfying the eligibility criteria or fail to notify the College of a change in status will be subject to disciplinary action up to and including termination of employment.
10. Rollins College reserves the right to change its rules, policies and practices on Domestic Partners at any time.

CERTIFICATION

A. Domestic Partner Certification

Signature of faculty/staff member

Date

Signature of partner

Date