



## **Instructions for completing the AFFIDAVIT OF DOMESTIC PARTNERSHIP**

In order to be eligible to include a domestic partner on IOTA's benefit plans, this Affidavit of Domestic Partnership must be completed, notarized and returned to the People Team prior to enrollment.

If you have any questions or require assistance, please reach out to [peopleteam@iotaschools.org](mailto:peopleteam@iotaschools.org)

\*some exclusions may apply



## AFFIDAVIT OF DOMESTIC PARTNERSHIP

### Declaration

We certify that \_\_\_\_\_ is a domestic partner of \_\_\_\_\_ (employee name) in accordance with the following eligibility criteria. We certify we met the following eligibility criteria for establishing Domestic Partnership as of \_\_\_\_\_ (date).

We attest to the following:

1. We are not married to anyone else nor have another Domestic Partner
2. We are at least 18 years of age\* and mentally competent to consent to contract
3. We reside together in the same residence and intend to do so indefinitely
4. We have an exclusive mutual commitment similar to that of marriage
5. We are jointly responsible for each other's common welfare and share financial obligations. We can provide 3 forms of supporting documentation indicated below if requested:
  - a. Joint mortgage or lease
  - b. Designation of Domestic Partner as beneficiary for life insurance and retirement contract
  - c. Designation of Domestic Partner as primary beneficiary in employee's or insured's will
  - d. Durable property and health care powers of attorney
  - e. Joint ownership of motor vehicle, joint checking account or joint credit account
6. Are not related by blood to a degree of closeness that would prohibit marriage under the laws of the state in which we reside
7. Are not married under either statutory or common law

### Change in Domestic Partnership

We agree to notify IOTA Community Schools within thirty (30) days of any change in Domestic Partnership status which would make the Domestic Partner no longer eligible for benefits (e.g., a change in joint residency), by filing a Statement of Termination of Domestic Partnership. The Statement of Termination shall affirm that the Domestic Partnership status is terminated as of the date of execution specified therein and that a copy has been mailed to the other party by the party authorizing the action.

Upon termination of this Affidavit of Domestic Partnership (evidenced by a Statement of Termination of the Partnership signed by the insured), I agree that another Affidavit of Domestic Partnership cannot be filed for a minimum of six months, for purposes of benefit enrollment.

### Acknowledgements

1. We have provided this information in this Affidavit for the sole purpose of determining our eligibility for Domestic Partnership benefits.
2. We further understand that any false or misleading statements made in order to receive benefits for which we do not qualify may subject the employee to disciplinary action up to and including termination, and repayment of benefits received.



**Note: Signing of this Affidavit may affect important legal rights. Please consult your attorney.**

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Domestic Partner Name

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

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

Address of employee and domestic partner:  
  
\_\_\_\_\_

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**Notary**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, to me known to be the individual described as "Employee/Insured described as Domestic Partner in the above document entitled "AFFIDAVIT OF DOMESTIC PARTNERSHIP" and who executed same as a free and voluntary act for the uses and purposes stated herein.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires (date)

\*some exclusions may apply