



Non-Registered Domestic Partnership Affidavit

Employee Name: _____ SS#: _____

Domestic Partner Name: _____ SS#: _____

Employer: Measure Learning

Date Domestic
Partnership Commenced: _____

Declaration

We declare under penalty of perjury that the statements below are true and correct.

1. We affirm that this domestic partnership commenced on the date specified above.
2. We are not related to each other by blood to a degree that would bar marriage in the State in which we reside.
3. Neither of us is married to anyone else.
4. We have assumed mutual obligations for the welfare and support of each other.
5. We reside together as a non-married cohabiting couple and share the common necessities of life.
6. We have been living together as a couple in the same household as each other's sole Domestic Partner for at least twelve (12) months before the date of this Affidavit and intend to do so indefinitely.
7. Neither of us has had a different partner nor signed a Domestic Partner Affidavit as a partner to anyone else during the twelve (12) months prior to the date of this Affidavit.
8. We are at least the age of consent in the state in which we reside and we are mentally competent to consent to this contract.
9. We understand that this Affidavit may have legal implications relating, for example, to our ownership of property, or the taxability of benefits provided, and that before signing this Statement we should seek competent legal advice concerning such matters.
10. We understand that dependent children of the domestic partner are eligible for medical coverage and that coverage for such children must be elected upon initial eligibility or upon open enrollment.

Change in Domestic Partnership

We understand we have an obligation to notify the Employer if there is any change in our status as domestic partners as attested in this Affidavit which would make us no longer eligible for the Employer's benefit plans (for example, a change in joint residence status or if we are no longer each other's sole domestic partner). We will notify the Employer in writing within thirty (30) days of such change by completing a Termination of Domestic Partnership form, available from Human Resources.

We understand that termination of employee benefits coverage will be effective on the date the Termination of the Domestic Partnership actually occurs, not when the form is signed and presented. After such termination, we understand that a subsequent Affidavit of Domestic Partnership cannot be filed until twelve (12) months after the notification in writing of the termination has been filed with the Employer's benefits department.

Premium Taxation

In general, we understand that the portion of premiums paid by the Employer and any portion of the premium paid by salary deduction may be included in the employee's reported gross income for tax purposes. Additionally, premium contributions for non-registered domestic partner coverage are not eligible for pre-tax salary reduction under Section 125. If any children of the Domestic Partner who are not legal tax dependents of the employee are covered, the same tax consequences apply to premium for the child(ren). We specifically agree that if any taxing authority determines taxes, penalties, or interest to be due or owing with respect to any benefits provided that we are solely responsible for the payment of such taxes. We agree to indemnify and hold harmless the Employer in the event any such taxing authority alleges that the Employer should pay any such taxes, penalties or interest.



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In certain circumstances, a Domestic Partner may qualify as a dependent under IRC Section 152(a)(9). If the Domestic Partner satisfies this definition and is claimed on the Employee's tax returns as a dependent, then imputed income for the value of the health premiums may be avoided. The following criteria must be satisfied in order for a dependent to be considered an IRS dependent and thus avoid taxation of premium and benefits.

The Domestic Partner must be a dependent of the Employee who received over half of his/her support from the Employee for the calendar year in which the benefits are received. Additionally, the Domestic Partner must have as his/her place of abode the home of the employee and be a member of the employee's household for the full tax year of the employee. Lastly, the employee must actually claim the domestic partner as a dependent on their personal tax return. (Being eligible to claim the dependent, but not actually claiming them is not sufficient.)

Please check one:

- We certify that the Domestic Partner identified above is not the tax dependent of the Employee and understand that the full value of actual premiums paid will be taxed to the Employee.
- We certify that the Domestic Partner identified above is the tax dependent of the Employee as defined by IRC Section 152(a)(9). The Employee has claimed the Domestic Partner as a dependent on his/her tax returns in the last calendar year and/or certifies that this Domestic Partner will be claimed as a dependent on the Employee's tax return in the current and future tax years.

Employer's Rights

We understand that the Employer reserves the right to terminate, modify, or adjust this policy at any time, at its sole discretion. We have provided the information in this Affidavit for use by the Employer for the sole purpose of determining our eligibility for certain non-registered domestic partner benefits. We understand and agree that the Employer is not legally required to extend any such benefits. We understand that the information provided in this statement will be treated as confidential by the Employer but will only be subject to disclosure: a) upon the express written authorization of the undersigned employee, or b) if otherwise required by law.

Verification

The undersigned Employee and non-registered Domestic Partner have read and understand the elements of this Non-Registered Domestic Partner Affidavit and agree to abide by the terms outlined herein.

Employee Signature:

Date:

Domestic Partner Signature:

Date: