



LOS ANGELES COMMUNITY COLLEGE DISTRICT
AFFIDAVIT OF DOMESTIC PARTNERSHIP

I, _____ declare that _____ and I are
(print) name and SSN (print) name of domestic partner and SSN
domestic partners, and we declare that we meet the following criteria of Domestic Partnership:

1. We share the same regular and permanent residence, and have been living as a couple in the same household for at least 12 months; and
2. We have a close personal relationship in lieu of a lawful marriage; and
3. We have agreed to be jointly responsible for basic living expenses, as defined below*, incurred during the partnership; and
4. We are not married to anyone; and
5. We are both eighteen (18) years of age or older; and
6. We are not related by blood as close as would bar marriage; and
7. We are mentally competent to consent to a contract; and
8. We are each other's sole domestic partner and are responsible for each other's common welfare; and
9. We acknowledge joint ownership of acquisitions since the start of the partnership, to an extent equal to that pertaining to community property in the case of marriage. We are aware that we have been advised to consult an attorney regarding the possibility that the filing of this Affidavit may have other legal and/or financial consequences, including the fact that it may, in the event of termination of the domestic partnership, be regarded as a factor leading a court to treat the relationship as the equivalent of marriage for purposes of establishing and dividing community property, assigning community debt, and for the payment of support.
10. We declare that any dependent child of the domestic partner, to be eligible for coverage, is not otherwise eligible for health benefits.

* "Basic living expense" means the cost of basic food, shelter, medical care, clothing, and any other expenses of the common household. The partners need not contribute equally or jointly to the payment of these expenses as long as they agree that both are responsible for them.

Employees are advised that unless the domestic partner is also considered the employees dependent for tax purposes under Section 152 of the Internal Revenue Code, the Internal Revenue Service currently treats as imputed income to the employee the value of the health coverage provided to domestic partners and their dependents, if any. **The Los Angeles Community College District will treat the value of domestic partner health coverage as taxable to the employee unless the employee executes an Affidavit of Tax Dependent Status.**

Employees are advised to review the consequences of electing this benefit with their own tax advisors.

It is understood that:

1. I and my domestic partner must satisfy the eligibility requirements of a domestic partnership established by the State of California, register with the State of California as a domestic partnership and present proof

of such registration, along with proof of the following documentation to the Health Insurance Section, Business Services Division.

2. This declaration shall be terminated upon the death of the domestic partner of the employee or by a change of the circumstances attested to in this Affidavit.
3. We agree to notify the Health Insurance Section of the LACCD if the domestic partnership no longer meets all of the criteria attested to in this declaration within thirty-one (31) calendar days of the change by filing a Declaration of Termination of Domestic Partnership.
4. Following filing of a Declaration of Termination of Domestic Partnership, I understand that I may not file a subsequent Affidavit of Domestic Partnership for a period of at least 12 months; except, however, there is no waiting period for filing a second Affidavit of Domestic Partnership and a Declaration of Termination of Domestic Partnership.

Acknowledgements:

1. We understand that any person/employer/company who suffers any loss due to any false statement contained in this Affidavit, or failure of the employee to notify LACCD Health Insurance Section of any changes resulting in the partnership no longer meeting the criteria herein or in Appendix I of the Agreement, within the time limit provided, may bring a civil action against either both of us to recover their losses, including reasonable attorney's fees.
2. We have provided the information in the Affidavit for use by the LACCD Health Insurance Section for the sole purposes of determining our eligibility for domestic partner health benefits.
3. We affirm, under penalty of perjury, that the assertions in the Affidavit are true to the best of our knowledge.

Employee/Retiree Signature _____
Date

Address _____ _____ _____
City State Zip Code

Domestic Partner Signature _____
Date

Domestic Partner Address _____ _____ _____
City State Zip Code

Signature Notary Public
(Seal)

Commission Expires