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DOMESTIC PARTNER BENEFITS

Effective January 1, 2008, or upon such date thereafter these provisions are adopted by the Board of Education, the Syracuse City School District will change its eligibility requirements for certain benefit plans to allow coverage for current same-sex domestic partners of current employees of the District who are enrolled in the applicable plan. Such persons will be offered coverage as dependents if they (1) satisfy the requirements of this policy and (2) are otherwise eligible for coverage under the terms and conditions of the plan, policy or contract that applies to the particular benefit involved.

The Board understands that, at the time of adoption of this policy, the benefits covered under this arrangement may be legally provided. See Attachment A. This policy is subject to revision if the applicable law (whether statute, rule or regulation, or case law) changes. If all or part of this policy is rendered illegal or unenforceable due to a change in the law or a determination by a court or governmental agency with appropriate authority and/or jurisdiction, then the District will cease to administer this policy or will modify its administration of this policy to the extent necessary to comply with the law. Upon request of the union, the District will meet to negotiate the impact of the decision.

However, if it is determined that, in order to be legal or enforceable, this policy must be expanded to include coverage for persons as dependents other than same-sex domestic partners as described in this policy, the Board reserves the right to cancel this policy of benefits. Upon request of the union, the District will meet to negotiate the impact of the decision.

In order to qualify for domestic partner benefits, the following attributes of a domestic partner relationship is all required:

- a. The employee and same-sex domestic partner individuals have an exclusive mutual commitment, similar to that of marriage, as evidenced by a Declaration of Domestic Partnership;
- b. The individuals are each other's sole domestic partner and intend to remain so indefinitely;
- c. Neither partner is legally married to another person, and the employee nor domestic partners cannot be legally married to each other in New York State;
- d. Neither individual is related by blood to a degree of closeness which would otherwise prohibit legal marriage in New York State;
- e. The employee and domestic partner are at least eighteen (18) years of age and are legally competent to contract;
- f. The employee and domestic partner are currently residing together and have resided together in a common household for at least eighteen (18) consecutive months and intend to reside together indefinitely;
- g. Either (1) the individuals have never previously been in the status of domestic partner in any jurisdiction, or (2) at least eighteen (18) months have elapsed since the termination of a Declaration of Domestic Partnership, Affidavit of Domestic

- Partnership, or its equivalent in any jurisdiction (unless the reason for termination was the death of the other partner);
- h. The employee and domestic partner share joint responsibility for their common welfare and financial obligations demonstrated by the existence of a domestic partner agreement and at least three (3) other items showing joint responsibility, such as joint bank accounts, joint deed, mortgage agreement or lease, joint credit account or other liability, joint ownership of a motor vehicle, designation of domestic partner as primary beneficiary for life insurance or retirement contract(s), designation of domestic partner as primary beneficiary of will, durable power of attorney or health care proxy, co-parenting agreement, or an adoption agreement.

If the law changes to allow the employee and the domestic partner to be legally married in New York State, they will cease to be eligible for domestic partner benefits under this policy, effective after the effective date of change in the law. Under such circumstances, if the employee and the domestic partner legally marry, they will become eligible for benefits as spouses, in accordance with the terms and conditions of the plan, policy or contract that applies to the particular benefit involved.

The employee and domestic partner must affirm and execute the Affidavit and Declaration of Domestic Partnership before a notary public, under penalty of perjury. Employees who fraudulently enroll a person as a domestic partner are held financially and legally responsible for any benefits paid because of such fraudulent enrollment.

When a domestic partnership relationship, as defined herein, ceases to exist because it fails to have one or more of the necessary elements, the employee must notify SCSD Benefits Department in writing through a Statement of Termination of Domestic Partnership within thirty (30) days. The benefit coverage for the former domestic partner will terminate immediately upon notification. Failure to report termination of a domestic partner relationship constitutes a false claim for benefits.

Additionally, an employee who fraudulently enrolls a person as a domestic partner (or fails to report termination of a domestic partner relationship) will be subject to possible sanctions, which could include forfeiture of benefits, discipline by the District in accordance with law up to and including termination of employment, and referral to the appropriate law enforcement and/or professional disciplinary authorities for prosecution.

There will be an eighteen (18) month waiting period from the termination date of a previous domestic partner's coverage before an employee may again enroll a domestic partner, unless the reason for termination was the death of the previous domestic partner.

Policy dated: #####

Attachment A

The benefits covered under this arrangement are:

1. Health Insurance
2. Dental Insurance
3. Family Illness Days
4. Bereavement Leave

For the purpose of these benefits, eligible employees and dependent domestic partners will be treated as if they were spouses.

Whether or not children of an employee's domestic partner will be eligible for coverage under this policy as additional dependents of the employee will be determined under the same standards of eligibility that apply to the children of an employee's spouse.

Affidavit and Declaration of Domestic Partnership

Employee Name _____ Employee ID _____

Name of Domestic Partner _____

Domestic Partner SSN _____ and DOB _____

We each certify and declare that we are same sex domestic partners in accordance with the following criteria:

- a. We have an exclusive mutual commitment, similar to that of marriage, as evidenced by a Declaration of Domestic Partnership;
- b. We are each other's sole domestic partner and intend to remain so indefinitely;
- c. Neither partner is legally married to another person, and we cannot be legally married to each other in New York State;
- d. We are not related by blood to a degree of closeness which would otherwise prohibit legal marriage in New York State;
- e. We are each at least 18 years of age and are legally competent to contract;
- f. We are currently residing together and have resided together in a common household for at least eighteen (18) consecutive months and intend to reside together indefinitely;
- g. Either (1) the individuals have never previously been in the status of domestic partner in any jurisdiction, or (2) at least eighteen (18) months have elapsed since the termination of a Declaration of Domestic Partnership, Affidavit of Domestic Partnership, or its equivalent in any jurisdiction (unless the reason for termination was the death of the other partner);
- h. We share joint responsibility for their common welfare and financial obligations demonstrated by the existence of a domestic partner agreement and at least three (3) other items showing joint responsibility, such as:
 - Common ownership of real property (joint deed or mortgage agreement); or a common leasehold interest in property;
 - Common ownership of a motor vehicle;
 - Driver's License listing a common address;
 - Proof of joint bank accounts or credit accounts;
 - Proof of designation as the primary beneficiary for life insurance or retirement benefits, or primary beneficiary designation under a partner's will;
 - Assignment of a durable power of attorney or health care proxy;
 - Co-parenting agreement or an adoption agreement;
 - Valid marriage license (same sex partners).

DEPENDENT CHILDREN OF DOMESTIC PARTNER

We understand that whether or not children of _____ (domestic partner-print name) will be eligible for coverage will be determined under the same standards of eligibility that apply to the children of an employee's spouse.

CHANGE IN DOMESTIC PARTNERSHIP

1. We understand that we have an obligation to notify the Syracuse City School District by filing a Declaration of Termination of Domestic Partnership if there is any change in our domestic partnership status as attested to in this Declaration that would terminate this Declaration (e.g., due to death of a partner, a change in residence of one partner, termination of the relationship, etc.). We agree to notify the Syracuse City School District within thirty (30) days of such change.
2. We understand that termination of this coverage (obtained as a result of completion of this Declaration) will be effective on the date the relationship ends as indicated on the Declaration of Termination of

2. We understand that termination of this coverage (obtained as a result of completion of this Declaration) will be effective on the date the relationship ends as indicated on the Declaration of Termination of Domestic Partnership, provided that coverage has not otherwise terminated due to standard policy provisions.
3. An employee who submits false or misleading information in order to enroll a domestic partner or fails to report termination of a domestic partner relationship will be subject to possible sanctions, which could include forfeiture of benefits and repayment of funds to the District, discipline by the District up to and including termination of employment, and referral to the appropriate law enforcement and/or professional disciplinary authorities.
4. There will be an eighteen (18) month waiting period from the termination date of a previous domestic partner's coverage before an employee may again enroll a domestic partner, unless the reason for termination was the death of the previous domestic partner.

NOTE: The District will tax domestic partner health/dental insurance benefits. If your domestic partner qualifies as a dependent under the Internal Revenue Code, you may be able to claim an adjustment to your taxes from the IRS. You should consult your tax advisor on this issue.

The foregoing is sworn to under penalty of perjury.

Employee

Domestic Partner

STATE OF NEW YORK)
COUNTY OF _____) ss.:

Before me, a Notary Public in and for the State of New York, personally appeared the above named affiants, _____ and _____, who, being first duly sworn as stated above, signed the foregoing Declaration and acknowledged that such signature represents the free act and deed of each of them.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at _____, New York this ____ day of _____, 20____.

Notary Public