

3790  
**DOMESTIC PARTNERS**  
 Effective Date: October 1, 1994

**1. General**

The University of New Mexico is committed to providing equal employment and educational opportunities to all individuals. The "**Equal Opportunity and Affirmative Action for Employees and Students**" Policy 3100, **UBP** forbids unlawful discrimination based on sexual preference and other protected status. Therefore, the University must provide equal employment benefits to employees with a domestic partner of the same gender. However, the University has determined that in the interests of fundamental fairness the definition of domestic partners will apply to all relationships akin to marriage, whether of the same gender or not. All University employees that have a domestic partner as defined in Section 2., herein shall be provided services and benefits on the same basis provided to legal spouses.

**2. Domestic Partners**

The University defines domestic partners as two (2) individuals who live together in a long-term relationship of indefinite duration. There must be an exclusive mutual commitment similar to that of marriage, in which the partners agree to be financially responsible for each other's welfare and share financial obligations.

**2.1. Qualifying Criteria**

To be recognized as domestic partners by The University of New Mexico, both individuals must meet all of the following criteria, sign an Affidavit of Domestic Partnership form (Exhibit A.), and submit any necessary documentation to the Employee Services Office under the University Department of Human Resources.

2.1.1. Both domestic partners must be unmarried.

2.1.2. Domestic partners must have been in a mutually exclusive relationship for the last twelve (12) months, intending to do so indefinitely, and must share the same primary residence.

2.1.3. Domestic partners must meet the age requirements for marriage in the State of New Mexico and be mentally competent to consent to contract.

2.1.4. Domestic partners must not be related by blood to the degree prohibited in a legal marriage in the State of New Mexico.

2.1.5. Domestic partners must be jointly responsible for the common welfare of each other and share financial obligations. An Affidavit of Domestic Partnership form (Exhibit A.) signed to that effect and proof of three (3) of the following must be submitted to the Employee Services Office:

- A joint mortgage or lease.
- Joint ownership of a motor vehicle, joint bank account, or joint credit account.
- Domestic partner named as beneficiary of life insurance.

- Domestic partner named as beneficiary of retirement benefits.
- Domestic partner named as primary beneficiary in the employee's or student's will.
- Domestic partner assigned durable property or health care power of attorney.
- Household expenses are shared by both partners.

The University may require proof that those applying for status of domestic partnership meet the above requirements. Providing false information may result in disciplinary action, dismissal, and reimbursement of costs involved in providing benefit coverage.

## **2.2. Termination of Domestic Partnership**

Individuals granted domestic partnership status must report any change in status that terminates the relationship to the Employee Services Office, within thirty (30) calendar days, by completing a Termination of Domestic Partnership form (**Exhibit B.**).

## **3. Qualifying as a Dependent of Domestic Partners**

The child of a domestic partnership qualifies as an eligible dependent:

- if either of the domestic partners is the biological parent of the child,
- if either or both partners are adoptive parents of the child, or
- if the child has been placed in the domestic partner's household as part of an adoptive placement.

## **4. Services and Benefits**

Domestic partners and their dependents, as defined in **Section 3.** herein, shall be granted all and the same services and benefits as those provided to married spouses and their dependents, except where expressly prohibited by law. All University policies that affect employees, spouses and their families also apply to employees, domestic partners, and their families.

## **5. Taxability**

The value of tuition and insurance benefits provided to the domestic partner is considered taxable income to the employee by the Internal Revenue Service and is subject to social security and federal and state income tax withholding.

## **6. Attachment**

- Exhibit A. - Affidavit of Domestic Partnership
- Exhibit B. - Termination of Domestic Partnership

Exhibit A.

**AFFIDAVIT OF DOMESTIC PARTNERSHIP**

**I. Declaration**

We, \_\_\_\_\_ and \_\_\_\_\_, declare that:  
(Employee's Name) (Partner's Name)

- 1. We are unmarried.
- 2. We share the same primary residence and have been in a mutually exclusive relationship for the last twelve (12) months, intending to do so indefinitely.
- 3. We meet the age requirements for marriage in the State of New Mexico and are mentally competent to consent to contract.
- 4. We are not related by blood to the degree prohibited in a legal marriage in the State of New Mexico.
- 5. We are jointly responsible for the common welfare of each other and share financial obligations.

**II. Change In Domestic Partnership**

- 1. We agree to notify The University of New Mexico Human Resources Department in writing within thirty (30) days of any change in our status as domestic partners (for example, if we no longer share the same principal residence), or if we wish to terminate domestic partner benefits.

**III. Dependent(s) of Domestic Partners**

- 1. We declare as eligible dependent(s):

_____	_____	_____
_____	_____	_____
_____	_____	_____

(name[s] of child[ren] and initials of both partners).

**IV. Acknowledgements**

- 1. We understand that the value of tuition and insurance benefits provided to the domestic partner is considered taxable income to the employee by the Internal Revenue Service and is subject to social security and federal and state income tax withholding.
- 2. We understand that courts have recognized some non-marriage relationships as the equivalent of marriage for the purpose of establishing and dividing community property.

Exhibit A. pg. 2

- 3. We acknowledge The University of New Mexico's advice that we consult an attorney before signing this document.

We affirm, under penalty of perjury, that the assertions in this Statement are true and correct. We understand that any misrepresentation of fact may result in loss of benefits, disciplinary action, and that the employee is responsible for reimbursement to the University for any cost involved in providing benefit coverage.

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
DOMESTIC PARTNER'S SIGNATURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
HUMAN RESOURCE REPRESENTATIVE

\_\_\_\_\_  
Date

STATE OF NEW MEXICO    }  
                                  }ss.  
COUNTY OF BERNALILLO}

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_ as their own free act and deed.

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

My Commission Expires:

\_\_\_\_\_  
Date

**Exhibit B.**

**TERMINATION OF DOMESTIC PARTNERSHIP**

**I. Declaration**

I declare that we, \_\_\_\_\_ and \_\_\_\_\_ are no longer domestic partners.  
(Print Employee's Name) (Print Partner's Name)

I submit this Statement of Termination in order to cancel the Affidavit of Domestic Partnership filed by me with The University of New Mexico on \_\_\_\_\_.

I mailed my former domestic partner a copy of this notice at \_\_\_\_\_  
on \_\_\_\_\_.

I declare, under penalty of perjury, that the above statements are true and correct.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Employee's Name

Employee's Address: \_\_\_\_\_  
(if changed) \_\_\_\_\_  
\_\_\_\_\_

Return completed form to the University Employee Services Office within thirty (30) calendar days from the date the domestic partnership terminated.