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**APPENDIX E**

**ELIGIBILITY CRITERIA FOR  
DOMESTIC PARTNERS' BENEFITS  
AND  
AFFIDAVIT FOR ENROLLMENT**

## **APPENDIX E**

### **ELIGIBILITY CRITERIA FOR DOMESTIC PARTNERS' BENEFITS**

#### **I. Definitions**

Domestic Partnership. Domestic partners are two persons, each aged 18 or older, who have chosen to live together in a committed relationship, who are not legally allowed to marry in the state in which they reside, and who have agreed to be jointly responsible for living expenses incurred during the domestic partnership.

- Live Together. "Live together" means that two people share the same living quarters. Each partner must have the legal right, documented in writing, to possess the living quarters.
- Living Expenses. "Responsible for living expenses" means that the partners are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.

#### **II. Eligibility and Enrollment Criteria**

- A. In order to enroll for coverage of the domestic partner, the employee and their domestic partner must complete, sign under penalty of perjury, and file with the District an affidavit attesting to their meeting eligibility requirements, as provided below.
- B. In order to be eligible for domestic partner coverage, the following criteria must be met:
1. The benefit must be one for which the employee's spouse would be eligible, if the employee were married.
  2. The employee and the non-employee must be domestic partners according to the definition in Section I above.
  3. Both members of the domestic partnership must have reached the age of 18 and be mentally competent to consent to contract.
  4. The employee and non-employee must be each other's sole domestic partner.
  5. Neither member of the domestic partnership may be married.
  6. Neither member of the domestic partnership may have had another domestic partner within the previous six months, unless that domestic partnership terminated by death.

7. Neither of the partners is related to the other by blood as would prevent them from marrying under California law (i.e., parent, child, sibling, half-sibling, grandparent, grandchild, niece, nephew, aunt, uncle).
8. The domestic partners must share the same principal place of residence and intend to do so indefinitely. They must disclose the address of that residence.
9. The domestic partners must agree that they both are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership. The partners' practice need not be to contribute equally to the cost of the living expenses as long as they agree that both are responsible for the total cost.
10. The domestic partners must intend that the circumstances which render them eligible for enrollment will remain so indefinitely.
11. The domestic partners must acknowledge that they understand and agree that the employee domestic partner may make health plan and other benefit elections on behalf of the non-employee domestic partners.
12. The domestic partners must acknowledge that the District may require supportive documentation satisfactory to the District concerning any and all eligibility criteria. Such documentation may include but not be limited to: a deed showing joint ownership of property, a lease stating both partners' names as lessees, a joint bank account, or other similar documentation.
13. The domestic partners must acknowledge that they understand that in addition to the eligibility requirements of the District for domestic partner coverage, there are terms and conditions and limitations of coverage set forth in the offered benefit plans themselves. The domestic partners must agree that by executing the affidavit, each agrees to be bound by the terms and conditions of coverage of the plans.
14. The employee must acknowledge that they understand that under applicable federal and state tax law, District-provided benefits coverage of the non-employee domestic partner could result in imputed taxable income to the employee, subject to income tax withholding and applicable payroll taxes.
15. The domestic partners must agree to notify the District within 30 days if there is any change of circumstances attested to in their affidavit. The notice is to be in the form of an amendment of their affidavit. The non-employee domestic partner must agree that the employee domestic partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the non-employee. If the employee executes

such an option, that employee shall notify the non-employee domestic partner as soon as possible that their benefits have been terminated and it shall be sole responsibility of that employee to make such notification.

16. The domestic partners must acknowledge that they understand that, if either has made a false statement regarding their qualification as a domestic partner or has failed to comply with the terms of the affidavit, the District shall have the absolute right to terminate any and all of the domestic partner's benefits in accordance with the eligibility procedures specified in the health benefits plan. Additionally, if the District suffers any loss thereby, the District may bring a civil action against either or both of the domestic partners to recover its losses, including reasonable attorney's fees and court costs.
17. The domestic partners must acknowledge that the District Administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is qualified for benefits.

**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT  
AFFIDAVIT FOR ENROLLMENT OF DOMESTIC PARTNERS**

I, \_\_\_\_\_,  
(print name of employee)

And

I, \_\_\_\_\_,  
(print name of non-employee domestic partner)

certify that:

1. We are domestic partners of one another within the following definitions:

**Definitions**

Domestic Partnership. Domestic partners are two persons, each aged 18 or older, who have chosen to live together in a committed relationship, who are not legally allowed to marry in the state in which they reside, and who have agreed to be jointly responsible for living expenses incurred during the domestic partnership.

- Live Together. "Live together" means that two people share the same living quarters. Each partner must have the legal right, documented in writing, to possess the living quarters.
  - Living Expenses. "Responsible for living expenses" means that the partners are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.
2. Each of us understands that in addition to meeting the definition of domestic partnership provided in Section I above, we must satisfy the additional eligibility criteria provided herein.
  3. We are both eighteen (18) years of age or older and are mentally competent to consent to contract.
  4. We are each other's sole domestic partner.
  5. Neither of us is married.
  6. Neither of us has been a member of another domestic partnership within the previous six (6) months, unless that domestic partnership terminated by death.
  7. Neither of us is related to the other by blood as would prevent us from marrying under California law (i.e., parent, child, sibling, half-sibling, grandparent, grandchild, niece, nephew, aunt, uncle).

8. We share the same principal place of residence and we intend to do so indefinitely. Currently the address of our principal place of residence is:

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9. By signing this Affidavit for enrollment of a Domestic Partner for District benefits, we agree that we both are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership. We understand that our practice need not be to contribute equally to the cost of our living expenses but we agree that both of us are responsible for the total cost.
10. Each of us intends that the circumstances which render us eligible for enrollment will remain so indefinitely.
11. Each of us understands and agrees that the employee domestic partner may make health plan and other benefits elections on behalf of the non-employee domestic partner.
12. Each of us understands and agrees that the District may in its discretion, require supportive documentation satisfactory to the District concerning the eligibility criteria and assertions herein. Such documentation may include but not be limited to: a deed showing joint ownership of property, a lease stating both partners' names as lessees, a joint bank account, or other similar documentation.
13. Each of us understands that, in addition to the eligibility requirements of the District for domestic partner coverage, there are terms and conditions and limitations of coverage and eligibility criteria set forth in the offered benefit plans themselves. We understand that we are also bound by the terms of these policies and agreements.
14. Each of us understands that under applicable federal and state tax law, District-provided benefits coverage of the non-employee domestic partner could result in imputed taxable income to the employee, subject to income tax withholding and applicable payroll taxes.
15. Each of us agrees that if there is any change of circumstances attested to in this affidavit, we will, within thirty (30) days of such change of circumstances, file an amendment of this affidavit. The non-employee domestic partner agrees that the employee domestic partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the non-employee. If the employee-domestic partner executes such an option, the employee shall notify the non-employee domestic partner as soon as possible that their benefits have been terminated and it shall be the sole responsibility of that employee to make such notification.
16. Each of us understands that if either of us has made a false statement regarding their qualifications as a domestic partner or has failed to comply with the terms of the Affidavit, the District shall have the absolute right to terminate any and all of the domestic partner's benefits in accordance with the eligibility procedures specified in the health benefits plan. Additionally, if the District suffers any loss thereby, the District may bring a civil action against either or both of the domestic partners to recover its losses, including reasonable attorneys' fees and court costs.

- 17. Each of us understands and agrees that the District Administrator of any benefit plan at issue shall be the sole judge of determining whether we qualify as domestic partners.
- 18. Each of us declares under penalty of perjury under the laws of the State of California that the assertions in this Affidavit are true and correct.

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

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Signature of Non-Employee  
Domestic Partner

\_\_\_\_\_  
Date of Birth

State of California    )  
                                  ) ss.  
County of Santa Clara)

On this \_\_\_\_\_ day of \_\_\_\_\_,  
in the year \_\_\_\_\_, before  
me, \_\_\_\_\_,  
a Notary Public, State of California, duly  
commissioned and sworn, personally appeared  
\_\_\_\_\_ personally known to me (or  
proved to me on the basis of satisfactory evidence) to  
be the person(s) whose name(s) \_\_\_\_\_  
subscribed to the within instrument and  
acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ executed the  
same in their authorized capacity(ies), and that by  
their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted,  
executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF CALIFORNIA

My commission expires:

\_\_\_\_\_

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## **APPENDIX F**

# **FAMILY MEDICAL LEAVE ACT**



**FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT**

**Policy**

In compliance with the Family Medical Leave Act (FMLA) and the California Family Rights Act, eligible District employees may take unpaid leave of up to 12 weeks for qualified medical and family reasons. The purpose of the Family Medical Leave Act is to provide employees reasonable leave to care for an eligible family member, or the employee themselves, in the event of a serious medical condition, or to enable the employee to care for a child within one year of the child's adoption or receipt into foster care. While on leave, employees are entitled to District paid benefits.

**Note**

Family Medical Leave runs concurrently with other applicable leaves. This means that the leave is granted only to ensure a total of 12 weeks of leave with benefits for certain qualifying events (see below). For example, if an employee has paid personal necessity leave of one week available, the Family Medical Leave will be for an additional 11 weeks, making a total of 12 weeks of leave in any 12-month period.

**Eligibility**

Full-time or part-time employees are eligible for this leave who have been employed for more than 12 months with the District and have worked at least 1,250 hours in the 12-month period prior to the date the leave begins.

**Qualifying Events for Purpose of Family Medical Leave**

The conditions for which Family Medical Leave may be taken are:

1. birth or adoption of a child, or the receipt of a child into foster care, within one year of such birth or placement, or
2. the employee's own serious health condition that makes the employee unable to work at all or unable to perform essential job functions, or
3. a serious health condition of an employee's child, spouse, parent or member of the immediate household, which requires the employee to care for the family member.

A serious health condition means an illness, injury, impairment, or physical or mental condition which involves either inpatient care or continuing treatment or supervision by a health care provider.