FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT  
Department of Human Resources  

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 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:

_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

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 his or her 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 his or her
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 ___________________________ Date of Birth ___________________________

Domestic Partner

State of California )

) ss.

County of Santa Clara )

On this _________ day of___________________,

in the year 20____, 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 his/her/their authorized
capacity(ies), and that by his/her/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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