

APPENDIX L2
ELIGIBILITY CRITERIA FOR QUALIFIED DOMESTIC PARTNER BENEFITS
(Articles 22, 22A, and 23 – Paid Benefits)
Foothill–De Anza Community College District

I. DEFINITIONS

Qualified Domestic Partnership. Qualified domestic partners are two persons, each aged 18 or older, who are not married to each other or any other person, who have chosen to live together in a committed relationship, who, prior to the U.S. Supreme Court decision of June 26, 2015 which legalized same sex marriage in all 50 states, were not legally allowed to marry in the state in which they resided, and who have agreed to be jointly responsible for living expenses incurred during the domestic partnership. Qualified domestic partners are those who filed an Affidavit of Domestic Partnership with the District Benefits Office prior to June 26, 2015

- Live Together. “Live together” means that two people share the same living quarters. Each partner shall 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 shall have completed, signed under penalty of perjury, and filed with the District an affidavit attesting to their meeting eligibility requirements, as provided below, prior to June 26, 2015.
- B. In order to have been eligible for domestic partner coverage, the following criteria must have been met:
1. The benefit shall be one for which the employee's spouse would be eligible, if the employee were married.
 2. The employee and the non-employee shall be domestic partners according to the definition in Section I above.
 3. Both members of the domestic partnership shall have reached the age of 18 and be mentally competent to consent to contract.
 4. The employee and non-employee shall 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 shall share the same principal place of residence and intend to do so indefinitely. They shall disclose the address of that residence.
9. The domestic partners shall 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 shall intend that the circumstances, which render them eligible for enrollment will remain so indefinitely.
11. The domestic partners shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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.