

MARIN COMMUNITY COLLEGE DISTRICT
Human Resources Department
AFFIDAVIT FOR ENROLLMENT OF DOMESTIC PARTNERS

I, _____
(Print Name of Qualifying Partner)

and

I, _____
(Print Name of Domestic Partner)

certify that:

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

DEFINITIONS

Qualifying Partner. Any full-time permanent/probationary unit member who meets the criteria in B. 1. & 2. (a) through (q).

Domestic Partner. Any partner of a qualifying partner who meets the criteria in B. 1. & 2. (a) through (q).

Domestic Partnership. Domestic partners are two persons, each aged 18 or older, who have chosen to live together in a committed relationship, 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.

B. ELIGIBILITY AND ENROLLMENT CRITERIA

1. Each of us understands that in order to enroll for coverage of the domestic partner, each of us must complete, sign under penalty of perjury, and file with the District an affidavit attesting to our meeting eligibility requirements, as provided below.

2. Each of us understands that in addition to meeting the definition of domestic partnership provided in Section "A" above, we must satisfy the additional eligibility criteria provided herein.

(a) Each of us understands that the benefit must be one for which the qualifying partner's spouse would be eligible, if the qualifying partner was married. Such benefits include medical, dental and vision coverage. Retirement Medical insurance, Life Insurance and Disability Insurance are not included. Each of us further understands that benefits will not be provided for the dependents of the domestic partner.

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- (b) We are domestic partners according to the definition in Section "A" above.
- (c) We have both reached the age of 18 and are mentally competent to consent to a contract.
- (d) We are each other's sole domestic partner.
- (e) Neither of us is married.
- (f) Neither of us has been a member of another domestic partnership within the previous six months, unless that domestic partnership was terminated by death.
- (g) 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).
- (h) We share the same principal place of residence and intend to do so indefinitely. Currently the address of our principal place of residence is:

(i) Each of us agrees that we both are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership. Each of us understands that our practice need not be to contribute equally to the cost of the living expenses as long as we agree that both of us are responsible for the total cost.

(j) Each of us understands and agrees that the qualifying partner may make health plan and other benefit elections on behalf of the domestic partner.

(k) Each of us acknowledges that the District may require supportive documentation satisfactory to the District concerning any and all eligibility criteria. Such documentation may include a deed showing joint ownership of property, a lease stating both partners' names as lessees, a joint bank account, or other similar documentation.

(l) 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 set forth in the offered benefit plans themselves. Each of us agrees that by executing the affidavit, each agrees to be bound by the terms and conditions of coverage of the plans.

(m) Each of us understands that under applicable federal and state tax law, District-provided benefits coverage of the domestic partner could result in imputed taxable income to the qualifying partner, subject to income tax withholding and applicable payroll taxes.

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(n) Each of us agrees to notify the District within 30 days if there is any change of circumstances attested to in this affidavit. The notice is to be in the form of an amendment of this affidavit. The domestic partner agrees that the qualifying partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the domestic partner. If the qualifying partner executes such an option, that qualifying partner shall notify the domestic partner as soon as possible that his/her benefits have been terminated and it shall be sole responsibility of that qualifying partner to make such notification.

(o) Each of us understands that if either of us has made a false statement regarding his or her qualification as a domestic partner or has failed to comply with the terms of this 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.

(p) Each of us understands and agrees that the District Administrator of any benefit plan will initially determine whether a domestic partner is qualified for benefits. Disputes shall be resolved as provided for in Article 16 of the agreement.

(q) 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 Qualifying Partner

Date of Birth

Signature of Domestic Partner

Date of Birth

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State of California)
) ss.

County of Marin)

On this _____ day of _____, in the year 20__, before me,
_____, a Notary Public, State of California, duly commissioned
and sworn, personally appeared _____ and
_____ personally known to me (or proved to me on the basis
of satisfactory evidence) to be the persons whose names are subscribed to within this instrument
and acknowledged to me that they executed the same in their authorized capacities, and that by
their signatures on this instrument the persons executed this instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF CALIFORNIA
My commission expires:_____