



Cañada College • College of San Mateo • Skyline College

Office of Human Resources
3401 CSM Drive, San Mateo, CA, 94402
Automated Service Line: (650) 574-6555
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DECLARATION OF DOMESTIC PARTNERSHIP: DENTAL AND VISION COVERAGE

PART I: DECLARATION

We, _____ and _____ each certify and declare that
Print Name of District Employee Print Name of Non-Employee

We are domestic partners in accordance with the following criteria:

- We affirm that this domestic partnership began on or about (month/year) _____
- We are each other's sole domestic partner, and we intend to remain so indefinitely.
- Neither of us is married to, or legally separated from anyone else nor had another domestic partner within the prior six (6) months (unless the relationship terminated due to death).
- We are both at least eighteen (18) years of age and mentally competent to consent to contract.
- We are not related by blood to a degree of closeness that would prohibit legal marriage in the state in which we legally reside.
- We co-habit and reside together in the same residence and intend to do so indefinitely. We have resided in the same household for at least six (6) months.
- We are engaged in a committed relationship of mutual caring and support and are jointly responsible for our common welfare and living expenses. Our interdependence is demonstrated by at least two (2) of the following (check all that apply and provide copies of at least two (2)):
 - Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property
 - Common ownership of a motor vehicle
 - Driver's license listing a common address
 - Proof of joint bank accounts or credit accounts
 - Proof of designation as the primary beneficiary for life insurance or retirement, benefits, or primary beneficiary designation under a partner's will
 - Assignment of a durable property power of attorney or health care power of attorney
- We are not in this relationship solely for the purpose of obtaining benefits coverage.

PART II: DEPENDENT CHILDREN OF DOMESTIC PARTNER

We understand that dependent children of _____ are eligible for coverage if they have
(Print Name of Non-Employee Domestic Partner)

been legally adopted by the subscriber (SMCCCD employee) and are:

- o Unmarried
- o Primarily dependent on the employee for support, and
- o Meet the age, school, and all eligibility requirements of the dental benefit plan.

PART III: CHANGE IN DOMESTIC PARTNERSHIP

1. We have an obligation to notify the San Mateo County Community College District by filing a Declaration of Termination of Domestic Partnership if there is any change in our domestic partnership status (as attested to in this Declaration) that would terminate this Declaration (for example, due to death of the domestic partner; a change in residence of one partner; termination of this relationship, etc).
2. We will notify the San Mateo County Community College District within thirty-one (31) days of such change by completing and submitting the Declaration of Termination of Domestic Partnership form to the District Office of Human Resources.
3. We understand that termination of this coverage (obtained as a result of completion of this Declaration of Domestic Partnership) will be effective on the date that the relationship ends as indicated on the Declaration of Termination of Domestic Partnership form, providing coverage has not otherwise terminated due to standard policy provisions.

PART IV: ACKNOWLEDGEMENTS

1. We understand that a civil action may be brought against one or both of us for any losses (as well as attorney’s fees and costs) due to any false statement contained in this Declaration or for failure to notify the San Mateo County Community College District of changed circumstances as required in PART III above. I, the undersigned SMCCCD employee, further understand that falsification of information in this Declaration, or failure to notify the San Mateo County Community College District of changed circumstances pursuant to PART III above, may lead to disciplinary action against me, up to and including my termination from District employment.
2. We have provided the information in this Declaration for use by the San Mateo County Community College District for the sole purpose of determining our eligibility for District dental and vision benefits. We understand and agree that the San Mateo County Community College District is not legally required to extend any such benefits, and that plan benefits are subject to collective bargaining.
3. We understand that information provided in this Declaration will be treated as confidential by the San Mateo County Community College District; however, we also understand that this information will be subject to disclosure pursuant to the following criteria:
 - o Upon the express written authorization of the unassigned employee
 - o Upon request of the insurer or dental plan/vision plan administrator; or,
 - o If otherwise required by law.
4. We understand that this Declaration may have legal implications relating, for example, to our ownership of property or to taxability of benefits provided, and that before signing this Declaration we should seek competent legal advice concerning such matters.

PART V: DECLARATION WITH NOTARY

Each of us declares, under penalty of perjury under the laws of California, that the assertions made in this Declaration are true and correct:

Signature of District Employee

Date of Birth (month/day/year)

Signature of Non-Employee Domestic Partner

Date of Birth (month/day/year)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Mateo } ss.

On this _____ day of (month) _____ in the year _____, before me,

_____, a Notary Public, State of California, duly commissioned and sworn,

_____ and _____
(Print Name of District Employee) (Print Name of Non-Employee Domestic Partner)

personally appeared _____ [] personally known to me **OR** [] proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF CALIFORNIA

My commission expires on (month/day/year): _____