

ENROLLMENT OF CHILDREN OF NONRESIDENT PARENTS

A. General Policy:

Upon the recommendation of the Superintendent and approval of the Board of Education, and when space and other facilities are available, a non-resident pupil may attend the district's schools by paying the current state-established tuition rate and providing his/her own transportation. Permission for enrollment on a tuition basis will be granted only after parental conference with the Superintendent or designee and establishment of need. This privilege may be revoked if the student fails to follow the established rules and regulations.

B. Determination of Status:

It shall be the responsibility of each school principal to refer all students with non-resident parents, or where there is any question of residency, to the Superintendent for a decision as to his/her status as soon as it is known. The Board of Education reserves the right to review requests for admission of tuition students on a case-by-case basis. Any nonresident student who is under suspension or expulsion from another school system will not be admitted.

C. Eligibility for Enrollment:

1. A student who is living with parents or a parent as defined by Section 3313.64 of the Ohio Revised Code may be enrolled in this District so long as he/she resides with such parents or parent. (O.R.C. §3313.64(B)(1)). "Parent" means either parent, unless the parents are separated or divorced or their marriage has been dissolved or annulled, in which case, "parent" means the parent who is the residential parent and legal custodian of the child. When a child is in the legal custody of a government agency or a person other than the natural or adoptive parent, "parent" means the parent with residual parental rights, privileges, and responsibilities. When a child is in the permanent custody of a government agency or a person other than the natural or adoptive parent, "parent" means the parent who was divested of parental rights and responsibilities for the care of the child and the right to have the child live with him/her and be the legal custodian of the child and all residual parental rights, privileges, and responsibilities (O.R.C. §3313.64(A)(1)).

When a child is the subject of a power of attorney executed under O.R.C. §§3109.51 to 3109.62 or a caretaker authorization affidavit executed under O.R.C. §§3109.64 to 3109.73, "parent" means the grandparent designated as attorney in fact under the power of attorney or the grandparent that executed the caretaker authorization affidavit.

2. Students at least eighteen (18) but under twenty-two (22) years of age who live apart from their parents may be enrolled in this district upon establishment of a legal residence within the school district. Such students shall be required to provide evidence of the fact that they live apart from their parents, support themselves by their own labor, have not completed the high school curriculum or their IEP, and any other fact deemed relevant by the responsible administrator (O.R.C. §3313.64 (F)(1)).
3. Students under eighteen (18) years of age who are married and reside in this district are entitled to attend the Toronto City Schools free of any tuition obligation (O.R.C. §3313.64(F)(2)).
4. After the approval of admission, the Board of Education may waive tuition for students who will temporarily reside in the Toronto City School District and are:
 - a. Residents or domiciliaries of a foreign nation who request admission as foreign exchange students; or
 - b. Residents or domiciliaries of the United States but not of Ohio who request admission as participants in an exchange program operated by a student exchange organization (O.R.C. §3313.64(G)).
 - c. A non-immigrant student may be admitted into the United States in non-immigrant status under Section 101(a)(15)(F) of the Act, if
 - (1) The student presents a SEVIS Form I-20 issued in his or her own name by a school approved by the Service for attendance by F-1 foreign students;
 - (2) The student has documentary evidence of financial support in the amount indicated on the SEVIS Form I-20;
 - (3) For students seeking initial admission only, the student intends to attend the school specified in the student's visa (or, where the student is exempt from the requirement for a visa, the school indicated on the SEVIS Form I-20 (or the Form I-20A-B/I-20ID); and
 - (4) In the case of a student who intends to study at a public secondary school, the student has demonstrated that he or she has reimbursed the local educational agency that administers the school for the full, unsubsidized per capita cost of providing education at the school for the period of the student's attendance.

- (5) Selection is limited to no more than five (5) secondary school students or recent graduates between the ages of sixteen (16) and nineteen (19) who have sufficient knowledge of English to enable them to function in an English-speaking environment without the use of an interpreter.
- (6) The student, while attending the district, must reside with a host family whose residence is within the district.
- (7) The sponsoring organization, endorsed by the United States Information Agency, will be expected to adhere to guidelines which enable the student to acquire the necessary visa.
- (8) The sponsoring organization shall be responsible for the selection of the host family(s) and shall document, prior to enrollment, that a host family has been established.
- (9) The request for student acceptance, and the transcript of the applicant's records, must be received prior to August 1st preceding the school year for which admission is being sought. Attendance for the full academic year will be considered as an optimum arrangement.
- (10) The applicant will be required to have reading, writing, and speaking proficiency in the English language. The district will determine by an evaluation of the student's qualification whether the student has sufficient scholastic preparation to enable the student to undertake a full course of study.
- (11) Arrangement between the sponsoring organization, the student's parents, and the student must clearly delineate the sponsoring organization's rules as well as costs and refund policies and must be submitted at the time of enrollment. The district shall provide copies of the student handbook which shall be a part of such agreements.
- (12) The Superintendent or designee shall send written acceptance of the student to the sponsoring organization and the student by the date agreed upon by the sponsor and the district.
- (13) The principal shall designate a member of the faculty or school administration as the student's advisor during his/her stay at the school. The advisor shall serve as the liaison between the school

and host family, school and sponsor, student and student body, and the school and community.

5. A student who has a medical condition that may require emergency medical attention is entitled to attend the Toronto City Schools free of any tuition obligation if either of the child's parents is employed in the Toronto City School District, subject to the following conditions:
 - a. The parent must submit to the Board of Education a statement from the child's physician certifying that the child's medical condition may require emergency medical attention;
 - b. Additional evidence supporting the above statement may be required by the Board (O.R.C. §3313.64(F)(3)).
6. Students residing in this district with a person other than their parent are entitled to attend the Toronto City Schools free of any tuition obligation for a period not to exceed twelve (12) months if the child's parent files an affidavit with the Superintendent or designee stating all of the following:
 - a. The parent is serving outside of the state in the armed forces of the United States;
 - b. The parent intends to reside within the district upon returning to this state;
 - c. The name and address of the person(s) with whom the child is living while the parent is outside the state (O.R.C. §3313.64(F)(4)).
7. A student under the age of twenty-two (22) who, after the death of a parent, resides in a school district other than the Toronto City School District may continue to attend school in the district free of any tuition obligation for the remainder of the school year, subject to the approval of the Board of Education, if the child attended school in the district at the time of the parent's death (O.R.C. §3313.64(F)(5)).
8. A student under the age of twenty-two (22) who resides with a parent who presently resides outside of the district but is having a new house built within the Toronto City School District may attend school in the district tuition-free for a period of time not to exceed ninety (90) days as established by the Superintendent if the parent provides the Superintendent with the following:
 - a. A sworn statement explaining the situation, revealing the location of the house being built, and stating the parent's intention to reside there upon its completion;

- b. A statement from the builder confirming that a new house is being built for the parent and that the house is at the location indicated in the parent's statement (O.R.C. §3313.64(F)(6)).
9. A student under the age of twenty-two (22) who resides with a parent who presently resides outside of the district but has a contract to purchase a house in the Toronto City School District and is waiting upon the date of closing of the mortgage loan for the purchase of such house may attend school in the district tuition-free for a period of time not to exceed ninety (90) days as determined by the Superintendent if the parent provides the Superintendent with the following:
 - a. A sworn statement explaining the situation, revealing the location of the house being purchased, and stating the parent's intent to reside there;
 - b. A statement from a real estate broker or bank officer confirming that the parent has a contract to purchase the house, that the parent is waiting upon the date of closing of the mortgage loan, and that the house is at the location indicated in the parent's statement (O.R.C. §3313.64(F)(7)).
10. Students who do not reside with their natural or adoptive parents but reside within the Toronto City School District may be enrolled in this district if any of the following apply:
 - a. The child is in the legal or permanent custody of a government agency or a person other than his/her natural or adoptive parent (O.R.C. §3313.64(B)(2)(a));
 - b. The child resides in a home (O.R.C. §3313.64(B)(2)(b));
 - c. The child requires special education (O.R.C. §3313.64(B)(2)(c)); or
 - d. At least one (1) of the child's parents is in a residential or correctional facility or a juvenile residential placement and the other parent is not known to reside in Ohio (O.R.C. §3313.65(C)).
11. A child residing with a resident of the state in the Toronto City School District with whom he/she has been placed for adoption shall be admitted to the schools of this district tuition-free unless the placement for adoption has been terminated or another school district is required to admit the child (O.R.C. §3313.64(B)(3)).
12. A child who is with his/her parent under the care of a shelter for victims of domestic violence, as defined in O.R.C. §3113.33, located in the Toronto City

School District is entitled to attend the Toronto City Schools tuition-free (O.R.C. §3313.64(F)(9)).

13. A child under the age of twenty-two (22) whose parent has moved out of the Toronto City School District after the commencement of classes in the child's senior year of high school is entitled, upon approval of the Board of Education, to continue to attend the Toronto City School District tuition-free for the remainder of the school year and for one (1) additional semester or equivalent term (O.R.C. §3313.64(F)(10)).
14. A child under the age of twenty-two (22) who is in the custody of his/her parent, resides with a grandparent in the Toronto City School District, and does not require special education is entitled to attend the Toronto City School District tuition-free provided that prior to such attendance this Board of Education and the board of education of the school district in which the parent resides enter into an agreement specifying that good cause exists for such attendance, describing the nature of the good cause, and consenting to such attendance (O.R.C. §3313.64(F)(11)).
15. A grandparent residing in the Toronto City School District, who is attorney in fact under a power of attorney executed under O.R.C. §§3109.51 to 3109.62 or who executed a caretaker authorization affidavit under O.R.C. §§3109.64 to 3109.73, may enroll the child, who is the subject of the power of attorney or affidavit, in the Toronto City Schools, unless another reason exists under the Revised Code to exclude the child.
16. A child under the age of twenty-two (22) is entitled to attend school in a school district other than the district in which the child is entitled to attend school under division C.1., C.10., C.11., or D.4. of this policy, if, prior to such attendance in any school year, both of the following occur:
 - a. The superintendent of the district in which the child is entitled to attend under division C.1., C.10., C.11., or D.4. of this policy contacts the superintendent of another district;
 - b. The superintendents of both districts enter into a written agreement that consents to the attendance and specifies that the purpose of the attendance is to protect the student's physical or mental well-being or to deal with other extenuating circumstances deemed appropriate by the superintendents (O.R.C. §3313.64(F)(12)).
17. A student under the age of twenty-two (22) who resides with a person other than the student's parent is entitled to attend school in the district in which that person resides if both of the following apply:

- a. The person has been appointed through a military power of attorney executed under section 574(a) of the National Defense Authorization Act for Fiscal Year 1994, or through a comparable document necessary to complete a family care plan, as the parent's agent for the care, custody, and control of the child while the parent is on active duty as a member of the national guard or a reserve unit of the armed forces of the United States or because the parent is a member of the armed forces of the United States and is on a duty assignment away from the parent's residence.
- b. The military power of attorney or comparable document includes at least the authority to enroll the child in school.

The entitlement to attend school in the district in which the parent's agent resides applies until the end of the school year in which the military power of attorney or comparable document expires. (O.R.C. §3313.64(F)(14)).

18. A child under twenty-two (22) years of age may attend school in the school district in which the child, at the end of the first full week of October of the school year, was entitled to attend school, if at that time the child was enrolled in the schools of the district but since that time the child or the child's parent has relocated to a new address located outside of that school district and within the same county as the child's or parent's address immediately prior to the relocation. The child may continue to attend school in the district, and at the school to which the child was assigned at the end of the first full week of October of the current school year, for the balance of the school year, only if both of the following conditions are satisfied:
 - a. The board of education of the school district in which the child was entitled to attend school at the end of the first full week in October and of the district to which the child or child's parent has relocated each has adopted a policy to enroll such children.
 - b. The child's parent provides written notification of the relocation outside of the school district to the superintendent of each of the two school districts.

At the beginning of the school year following the school year in which the child or the child's parent relocated outside of the school district, the child is not entitled to attend school in the school district.

Any person or entity owing tuition to the school district on behalf of the child at the end of the first full week in October, shall continue to owe such tuition to the district for the child's attendance for the lesser of the balance of the school year or the balance of the time that the child attends school in the district.

A pupil who may attend school in the district under this section shall be entitled to transportation services pursuant to an agreement between the district and the district in which the child or child's parent has relocated unless the districts have not entered into such agreement, in which case the child shall be entitled to transportation services in the same manner as a pupil attending school in the district under inter-district open enrollment as described in O.R.C. §3313.981(H), regardless of whether the district has adopted an open enrollment policy. (O.R.C. §3313.64(I)).

19. A child whose parent is a member of the national guard or a reserve unit of the armed forces of the United States and is called to active duty, or a child whose parent is a member of the armed forces of the United States and is ordered to a temporary duty assignment outside of the district, may continue to attend school in the district in which the child's parent lived before being called to active duty or ordered to a temporary duty assignment outside of the district, as long as the child's parent continues to be a resident of that district, and regardless of where the child lives as a result of the parent's active duty status or temporary duty assignment. However, the district is not responsible for providing transportation for the child if the child lives outside of the district as a result of the parent's active duty status or temporary duty assignment. (O.R.C. §3313.64(M)).
20. Students in grades one (1) through twelve (12) whose parent or parents are non-residents of the Toronto City School District and who are not otherwise eligible to be enrolled in this district may be admitted ONLY after it has been determined that facilities are available, the pupil is acceptable, his/her enrollment is authorized and approved by the Superintendent and the Board of Education, and the following condition or conditions which are applicable are complied with by the responsible party:
 - a. The parents have entered into an agreement to pay tuition at the prevailing rate, and paid same to the Treasurer at least one (1) month in advance (O.R.C. §§3317.08, 3327.06, 3313.64).
 - b. A contract has been entered into between the board of education of the district of residence and the Toronto City Board of Education, providing for the payment of tuition by the district of residence (O.R.C. §3327.04).

If a limited number of nonresident students can be admitted, they will be considered in order of application. A new request must be made on an annual basis for each subsequent school year for which admission as a tuition student is requested.

D. Payment of Tuition:

1. If a student is admitted under division C.10.a.-c. of this policy, tuition shall be paid to the Toronto City School District as follows:
 - a. If the child receives special education in accordance with Chapter 3323 of the Revised Code, tuition shall be paid in accordance with Section 3323.091, 3323.13, 3323.14, or 3323.141 of the Revised Code regardless of who has custody of the child or whether he/she resides in a home (O.R.C. §3313.64(C)(1)).
 - b. If the child is in the permanent or legal custody of a government agency or person other than the child's parent, tuition shall be paid by:
 - (1) The school district in which the child's parent resided at the time the court removed the child from his/her home or at the time the court vested legal or permanent custody of the child in the person or government agency, whichever occurred first (O.R.C. §3313.64(C)(2)(a)); or
 - (2) If the parent's residence is unknown, tuition shall be paid by the district in which the child resided at the time he/she was removed from his/her home or placed in legal or permanent custody, whichever occurred first (O.R.C. §3313.64(C)(2)(b)); or
 - (3) If a school district cannot be established under either provision above, tuition shall be paid by the district as determined by the court at the time it vests custody of the child in the person or government agency (O.R.C. §§3313.64(C)(2)(c)--2151.357).
 - c. If the child resides in a home and is not in the permanent or legal custody of a government agency or person other than the parent, tuition shall be paid by:
 - (1) The school district in which the child's parent resides (O.R.C. §3313.64(C)(3)(a)); or
 - (2) If the child's parent is not a resident of this state, the home in which the child resides (O.R.C. §3313.64(C)(3)(b)).
 - d. In addition, if the child requires special services, any excess costs will be paid by the parents.

2. If a student is admitted under division C.10.d. of this policy, tuition shall be paid in accordance with O.R.C. §3313.65.
3. If a student is admitted under division C.21. of this policy, tuition shall be paid to the Toronto City School District as follows:
 - a. By the parent/guardian at least one (1) month in advance (O.R.C. §3327.06); or
 - b. By the school district of residence (O.R.C. §3327.04).
4. A student may be enrolled free of tuition obligation for a period not to exceed sixty (60) days, on the sworn statement of an adult resident of the district that he/she has initiated legal proceedings for custody of the child (O.R.C. §3313.64(E)).
5. Tuition shall be charged at the appropriate rate determined by the Toronto City Board of Education in accordance with O.R.C. §§3317.08, 3317.081, or 3313.64(I).
6. It shall be the duty of the Superintendent or designee to insure that tuition is paid.

E. Moving Out of District During School Year:

1. Except as provided in division C.6., 7., 13., and 19. of this policy, in the event a family moves out of the Toronto City School District, the student shall transfer to the new school district of the parent's residency. In special situations, which are to be determined at the sole discretion of the Superintendent or designee, a student may be allowed to complete the balance of the school year in the Toronto City Schools, and tuition shall be charged effective with the beginning of the next succeeding month.
2. In the event a student under the age of eighteen (18) residing in the district, whose parents have moved outside of the district, wants to be accepted as a student in the Toronto City School District, then he/she must present an actual court order placing the custody of said child with a bona fide resident of this district.

F. Suspension for Non-Payment of Tuition:

On or before the first day of classes each fall, the Treasurer will report the names of all students for whom tuition is due and unpaid to the Superintendent, who shall suspend the student(s) from school forthwith. In the event the tuition is not brought current prior to the expiration of the suspension, said student will be expelled. Compliance with Board Policy 6.21 and 6.22 will be effected.

G. Report to the Treasurer of Board (O.R.C. §3321.12):

The principal of each school shall report to the Treasurer of the Board of Education the names, ages, and places of residence of all students whose parents do not reside within the Toronto City School District, together with any other facts the Treasurer requires to facilitate the carrying out of the laws. Such report shall be made within the first two (2) weeks of the beginning of school in each school year and shall be corrected by a weekly report of changes.

POWER OF ATTORNEY

I, the undersigned, residing at _____ in the county of _____, state of _____, hereby appoint the child's grandparent, _____, residing at _____, in the county of _____, in the state of Ohio, with whom the child of whom I am the parent, guardian, or custodian is residing, my attorney in fact to exercise any and all of my rights and responsibilities regarding the care, physical custody, and control of the child, _____, born _____, having social security number (optional) _____, except my authority to consent to marriage or adoption of the child _____, and to perform all acts necessary in the execution of the rights and responsibilities hereby granted, as fully as I might do if personally present. The rights I am transferring under this power of attorney include the ability to enroll the child in school, to obtain from the school district educational and behavioral information about the child, to consent to all school-related matters regarding the child, and to consent to medical, psychological, or dental treatment for the child. This transfer does not affect my rights in any future proceedings concerning the custody of the child or the allocation of the parental rights and responsibilities for the care of the child and does not give the attorney in fact legal custody of the child. This transfer does not terminate my right to have regular contact with the child.

I hereby certify that I am transferring the rights and responsibilities designated in this power of attorney because one of the following circumstances exists:

- (1) I am: (a) Seriously ill, incarcerated or about to be incarcerated; (b) Temporarily unable to provide financial support or parental guidance to the child; (c) Temporarily unable to provide adequate care and supervision of the child because of my physical or mental condition; (d) Homeless or without a residence because the current residence is destroyed or otherwise uninhabitable; or (e) In or about to enter a residential treatment program for substance abuse;
- (2) I am a parent of the child, the child's other parent is deceased, and I have authority to execute the power of attorney; or
- (3) I have a well-founded belief that the power of attorney is in the child's best interest.

I hereby certify that I am not transferring my rights and responsibilities regarding the child for the purpose of enrolling the child in a school or school district so that the child may participate in the academic or interscholastic athletic programs provided by that school or district.

I understand that this document does not authorize a child support enforcement agency to redirect child support payments to the grandparent designated as attorney in fact. I further understand that to have an existing child support order modified or a new child support order issued administrative or judicial proceedings must be initiated.

If there is a court order naming me the residential parent and legal custodian of the child who is the subject of this power of attorney and I am the sole parent signing this document, I hereby certify that one of the following is the case:

- (1) I have made reasonable efforts to locate and provide notice of the creation of this power of attorney to the other parent and have been unable to locate that parent;
- (2) The other parent is prohibited from receiving a notice of relocation; or
- (3) The parental rights of the other parent have been terminated by order of a juvenile court.

This POWER OF ATTORNEY is valid until the occurrence of whichever of the following events occurs first: (1) one year elapses following the date this POWER OF ATTORNEY is notarized; (2) I revoke this POWER OF ATTORNEY in writing; (3) the child ceases to reside with the grandparent designated as attorney in fact; (4) this POWER OF ATTORNEY is terminated by court order; (5) the death of the child who is the subject of the power of attorney; or (6) the death of the grandparent designated as the attorney in fact.

WARNING: DO NOT EXECUTE THIS POWER OF ATTORNEY IF ANY STATEMENT MADE IN THIS INSTRUMENT IS UNTRUE. FALSIFICATION IS A CRIME UNDER [SECTION 2921.13 OF THE REVISED CODE](#), PUNISHABLE BY THE SANCTIONS UNDER CHAPTER 2929. OF THE REVISED CODE, INCLUDING A TERM OF IMPRISONMENT OF UP TO 6 MONTHS, A FINE OF UP TO \$1,000, OR BOTH.

Witness my hands this _____ day of _____, _____.

Parent/Custodian/Guardian's Signature

Parent's Signature

Grandparent Designated as Attorney in Fact

State of Ohio)
) ss:
County of _____)

Subscribed, sworn to, and acknowledged before me this _____ day of _____, _____.

Notary Public

Notices:

1. A power of attorney may be executed only if one of the following circumstances exists:
(1) The parent, guardian, or custodian of the child is: (a) Seriously ill, incarcerated or about to be incarcerated; (b) Temporarily unable to provide financial support or parental guidance to the child; (c) Temporarily unable to provide adequate care and supervision of the child because of the parent's, guardian's, or custodian's physical or mental condition; (d) Homeless or without a residence because the current residence is destroyed or otherwise uninhabitable; or (e) In or about to enter a residential treatment program for substance abuse; (2) One of the child's parents is deceased and the other parent, with authority to do so, seeks to execute a power of attorney; or (3) The parent, guardian, or custodian has a well-founded belief that the power of attorney is in the child's best interest.
2. The signatures of the parent, guardian, or custodian of the child and the grandparent designated as the attorney in fact must be notarized by an Ohio notary public.
3. A parent, guardian, or custodian who creates a power of attorney must notify the parent of the child who is not the residential parent and legal custodian of the child unless one of the following circumstances applies: (a) the parent is prohibited from receiving a notice of relocation in accordance with section 3109.051 of the Revised Code of the creation of the power of attorney; (b) the parent's parental rights have been terminated by order of a juvenile court pursuant to Chapter 2151. of the Revised Code; (c) the parent cannot be located with reasonable efforts; (d) both parents are executing the power of attorney. The notice must be sent by certified mail not later than five days after the power of attorney is created and must state the name and address of the person designated as the attorney in fact.
4. A parent, guardian, or custodian who creates a power of attorney must file it with the juvenile court of the county in which the attorney in fact resides, or any other court that has jurisdiction over the child under a previously filed motion or proceeding. The power of attorney must be filed not later than five days after the date it is created and be accompanied by a receipt showing that the notice of creation of the power of attorney was sent to the parent who is not the residential parent and legal custodian by certified mail.
5. A parent, guardian, or custodian who creates a second or subsequent power of attorney regarding a child who is the subject of a prior power of attorney must file the power of attorney with the juvenile court of the county in which the attorney in fact resides or any other court that has jurisdiction over the child under a previously filed motion or proceeding. On filing, the court will schedule a hearing to determine whether the power of attorney is in the child's best interest.

6. This power of attorney does not affect the rights of the child's parents, guardian, or custodian regarding any future proceedings concerning the custody of the child or the allocation of the parental rights and responsibilities for the care of the child and does not give the attorney in fact legal custody of the child.
7. A person or entity that relies on this power of attorney, in good faith, has no obligation to make any further inquiry or investigation.
8. This power of attorney terminates on the occurrence of whichever of the following occurs first: (1) one year elapses following the date the power of attorney is notarized; (2) the power of attorney is revoked in writing by the person who created it; (3) the child ceases to live with the grandparent who is the attorney in fact; (4) the power of attorney is terminated by court order; (5) the death of the child who is the subject of the power of attorney; or (6) the death of the grandparent designated as the attorney in fact.

(If this power of attorney terminates other than by the death of the attorney in fact, the grandparent who served as the attorney in fact shall notify, in writing, all of the following:

- (a) Any schools, health care providers, or health insurance coverage provider with which the child has been involved through the grandparent;
 - (b) Any other person or entity that has an ongoing relationship with the child or grandparent such that the other person or entity would reasonably rely on the power of attorney unless notified of the termination;
 - (c) The court in which the power of attorney was filed after its creation; and
 - (d) The parent who is not the residential parent and legal custodian of the child who is required to be given notice of its creation. The grandparent shall make the notification not later than one week after the date the power of attorney terminates.
9. If this power of attorney is terminated by written revocation of the person who created it, or the revocation is regarding a second or subsequent power of attorney, a copy of the revocation must be filed with the court with which that power of attorney was filed.

Additional information:

To the grandparent designated as attorney in fact:

1. If the child stops living with you, you are required to notify, in writing, any school, health care provider, or health care insurance provider to which you have given this power of attorney. You are also required to notify, in writing, any other person or entity that has

an ongoing relationship with you or the child such that the person or entity would reasonably rely on the power of attorney unless notified. The notification must be made not later than one week after the child stops living with you.

2. You must include with the power of attorney the following information:
 - (a) The child's present address, the addresses of the places where the child has lived within the last five years, and the name and present address of each person with whom the child has lived during that period;
 - (b) Whether you have participated as a party, a witness, or in any other capacity in any other litigation, in this state or any other state, that concerned the allocation, between the parents of the same child, of parental rights and responsibilities for the care of the child and the designation of the residential parent and legal custodian of the child or that otherwise concerned the custody of the same child;
 - (c) Whether you have information of any parenting proceeding concerning the child pending in a court of this or any other state;
 - (d) Whether you know of any person who has physical custody of the child or claims to be a parent of the child who is designated the residential parent and legal custodian of the child or to have parenting time rights with respect to the child or to be a person other than a parent of the child who has custody or visitation rights with respect to the child;
 - (e) Whether you previously have been convicted of or pleaded guilty to any criminal offense involving any act that resulted in a child being an abused child or a neglected child or previously have been determined, in a case in which a child has been adjudicated an abused child or a neglected child, to be the perpetrator of the abusive or neglectful act that was the basis of the adjudication.

To school officials:

1. Except as provided in section 3313.649 of the Revised Code, this power of attorney, properly completed and notarized, authorizes the child in question to attend school in the district in which the grandparent designated as attorney in fact resides and that grandparent is authorized to provide consent in all school-related matters and to obtain from the school district educational and behavioral information about the child. This power of attorney does not preclude the parent, guardian, or custodian of the child from having access to all school records pertinent to the child.
2. The school district may require additional reasonable evidence that the grandparent lives in the school district.

3. A school district or school official that reasonably and in good faith relies on this power of attorney has no obligation to make any further inquiry or investigation.

To health care providers:

1. A person or entity that acts in good faith reliance on a power of attorney to provide medical, psychological, or dental treatment, without actual knowledge of facts contrary to those stated in the power of attorney, is not subject to criminal liability or to civil liability to any person or entity, and is not subject to professional disciplinary action, solely for such reliance if the power of attorney is completed and the signatures of the parent, guardian, or custodian of the child and the grandparent designated as attorney in fact are notarized.
2. The decision of a grandparent designated as attorney in fact, based on a power of attorney, shall be honored by a health care facility or practitioner, school district, or school official.

CARETAKER AUTHORIZATION AFFIDAVIT

Use of this affidavit is authorized by sections 3109.65 to 3109.73 of the Ohio Revised Code.

Completion of items 1-7 and the signing and notarization of this affidavit is sufficient to authorize the grandparent signing to exercise care, physical custody, and control of the child who is its subject, including authority to enroll the child in school, to discuss with the school district the child's educational progress, to consent to all school-related matters regarding the child, and to consent to medical, psychological, or dental treatment for the child.

The child named below lives in my home, I am 18 years of age or older, and I am the child's grandparent.

1. Name of child: _____
2. Child's date and year of birth: _____
3. Child's social security number (optional): _____
4. My name: _____
5. My home address: _____
6. My date and year of birth: _____
7. My Ohio driver's license number or identification card number: _____
8. Despite having made reasonable attempts, I am either:
 - (a) Unable to locate or contact the child's parents, or the child's guardian or custodian; or
 - (b) I am unable to locate or contact one of the child's parents and I am not required to contact the other parent because paternity has not been established; or
 - (c) I am unable to locate or contact one of the child's parents and I am not required to contact the other parent because there is a custody order regarding the child and one of the following is the case:
 - (i) The parent has been prohibited from receiving notice of a relocation; or
 - (ii) The parental rights of the parent have been terminated.
9. I hereby certify that this affidavit is not being executed for the purpose of enrolling the child in a school or school district so that the child may participate in the academic or interscholastic athletic programs provided by that school or district.

I understand that this document does not authorize a child support enforcement agency to redirect child support payments. I further understand that to have an existing child support order modified or a new child support order issued administrative or judicial proceedings must be initiated.

WARNING: DO NOT SIGN THIS FORM IF ANY OF THE ABOVE STATEMENTS ARE INCORRECT. FALSIFICATION IS A CRIME UNDER SECTION 2921.13 OF THE REVISED CODE, PUNISHABLE BY THE SANCTIONS UNDER CHAPTER 2929. OF THE REVISED CODE, INCLUDING A TERM OF IMPRISONMENT OF UP TO 6 MONTHS, A FINE OF UP TO \$1,000, OR BOTH.

I declare that the foregoing is true and correct:

Signed: _____
Grandparent

Date: _____

State of Ohio)
)
County of _____)

ss:

Subscribed, sworn to, and acknowledged before me this _____ day of _____

Notary Public

Notices:

1. The grandparent's signature must be notarized by an Ohio notary public.
2. The grandparent who executed this affidavit must file it with the juvenile court of the county in which the grandparent resides or any other court that has jurisdiction over the child under a previously filed motion or proceeding not later than five days after the date it is executed.
3. A grandparent who executes a second or subsequent caretaker authorization affidavit regarding a child who is the subject of a prior caretaker authorization affidavit must file the affidavit with the juvenile court of the county in which the grandparent resides or any other court that has jurisdiction over the child under a previously filed motion or proceeding. On filing, the court will schedule a hearing to determine whether the caretaker authorization affidavit is in the child's best interest.
4. This affidavit does not affect the rights of the child's parents, guardian, or custodian regarding the care, physical custody, and control of the child, and does not give the grandparent legal custody of the child.
5. A person or entity that relies on this affidavit, in good faith, has no obligation to make any further inquiry or investigation.
6. This affidavit terminates on the occurrence of whichever of the following occurs first: (1) one year elapses following the date the affidavit is notarized; (2) the child ceases to live with the grandparent who signs this form; (3) the parent, guardian, or custodian of the child acts to negate, reverse, or otherwise disapprove an action or decision of the grandparent who signed this affidavit; or (4) the affidavit is terminated by court order; (5) the death of the child who is the subject of the affidavit; or (6) the death of the grandparent who executed the affidavit.

A parent, guardian, or custodian may negate, reverse, or disapprove a grandparent's action or decision only by delivering written notice of negation, reversal, or disapproval to the grandparent and the person acting on the grandparent's action or decision in reliance on this affidavit.

If this affidavit terminates other than by the death of the grandparent, the grandparent who signed this affidavit shall notify, in writing, all of the following:

- a) Any schools, health care providers, or health insurance coverage provider with which the child has been involved through the grandparent;

- b) Any other person or entity that has an ongoing relationship with the child or grandparent such that the person or entity would reasonably rely on the affidavit unless notified of the termination;
- c) The court in which the affidavit was filed after its creation.

The grandparent shall make the notifications not later than one week after the date the affidavit terminates.

7. The decision of a grandparent to consent to or to refuse medical treatment or school enrollment for a child is superseded by a contrary decision of a parent, custodian, or guardian of the child, unless the decision of the parent, guardian, or custodian would jeopardize the life, health, or safety of the child.

Additional information:

To caretakers:

1. If the child stops living with you, you are required to notify, in writing, any school, health care provider, or health care insurance provider to which you have given this affidavit. You are also required to notify, in writing, any other person or entity that has an ongoing relationship with you or the child such that the person or entity would reasonably rely on the affidavit unless notified. The notifications must be made not later than one week after the child stops living with you.
2. If you do not have the information requested in item 7 (Ohio driver's license or identification card), provide another form of identification such as your social security number or Medicaid number.
3. You must include with the caretaker authorization the following information:
 - (a) The child's present address, the addresses of the places where the child has lived within the last five years, and the name and present address of each person with whom the child has lived during that period;
 - (b) Whether you have participated as a party, a witness, or in any other capacity in any other litigation, in this state or any other state, that concerned the allocation, between the parents of the same child, of parental rights and responsibilities for the care of the child and the designation of the residential parent and legal custodian of the child or that otherwise concerned the custody of the same child;
 - (c) Whether you have information of any parenting proceeding concerning the child pending in a court of this or any other state;

- (d) Whether you know of any person who has physical custody of the child or claims to be a parent of the child who is designated the residential parent and legal custodian of the child or to have parenting time rights with respect to the child or to be a person other than a parent of the child who has custody or visitation rights with respect to the child;
- (e) Whether you previously have been convicted of or pleaded guilty to any criminal offense involving any act that resulted in a child being an abused child or a neglected child or previously have been determined, in a case in which a child has been adjudicated an abused child or a neglected child, to be the perpetrator of the abusive or neglectful act that was the basis of the adjudication.

To school officials:

1. This affidavit, properly completed and notarized, authorizes the child in question to attend school in the district in which the grandparent who signed this affidavit resides and the grandparent is authorized to provide consent in all school-related matters and to discuss with the school district the child's educational progress. This affidavit does not preclude the parent, guardian, or custodian of the child from having access to all school records pertinent to the child.
2. The school district may require additional reasonable evidence that the grandparent lives at the address provided in item 5.
3. A school district or school official that reasonably and in good faith relies on this affidavit has no obligation to make any further inquiry or investigation.
4. The act of a parent, guardian, or custodian of the child to negate, reverse, or otherwise disapprove an action or decision of the grandparent who signed this affidavit constitutes termination of this affidavit. A parent, guardian, or custodian may negate, reverse, or disapprove a grandparent's action or decision only by delivering written notice of negation, reversal, or disapproval to the grandparent and the person acting on the grandparent's action or decision in reliance on this affidavit.

To health care providers:

1. A person or entity that acts in good faith reliance on a CARETAKER AUTHORIZATION AFFIDAVIT to provide medical, psychological, or dental treatment, without actual knowledge of facts contrary to those stated in the affidavit, is not subject to criminal liability or to civil liability to any person or entity, and is not subject to professional disciplinary action, solely for such reliance if the applicable portion of the form are completed and the grandparent's signature is notarized.

2. The decision of a grandparent, based on a CARETAKER AUTHORIZATION AFFIDAVIT, shall be honored by a health care facility or practitioner, school district, or school official unless the health care facility or practitioner or educational facility or official has actual knowledge that a parent, guardian, or custodian of a child has made a contravening decision to consent to or to refuse medical treatment for the child.
3. The act of a parent, guardian, or custodian of the child to negate, reverse, or otherwise disapprove an action or decision of the grandparent who signed this affidavit constitutes termination of this affidavit. A parent, guardian, or custodian may negate, reverse, or disapprove a grandparent's action or decision only by delivering written notice of negation, reversal, or disapproval to the grandparent and the person acting on the grandparent's action or decision in reliance on this affidavit.