

## 6.10 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 Franklin Local 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 rules and regulations established for Franklin Local students.

### 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 Franklin Local 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 Franklin Local 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)).
5. A student who has a medical condition that may require emergency medical attention is entitled to attend the Franklin Local Schools free of any tuition obligation if either of the child's parents is employed in the Franklin Local 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 Franklin Local 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 Franklin Local 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 Franklin Local 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 Franklin Local 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 Franklin Local School District may be enrolled in this District if any of the following apply:
  - a. 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. Child resides in a home (O.R.C. §3313.64(B)(2)(b));
  - c. 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 Franklin Local 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 Franklin Local School District is entitled to attend the Franklin Local 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 Franklin Local 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 Franklin Local 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 Franklin Local School District, and does not require special education is entitled to attend the Franklin Local 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 Franklin Local 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 Franklin Local 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. The Franklin Local School District will comply with the McKinney-Vento Homeless Assistance Act, 42 U.S.C. §11431 et seq., providing for a free, appropriate public education, including public preschool, to each homeless child. When a child loses permanent housing and becomes a homeless person, or when a child who is such a homeless person changes temporary living arrangements, the child's parent or guardian shall have the option of enrolling the child in either of the following:
- a. The child's school of origin as defined in 42 U.S.C. §11432(g)(3)(C);
  - b. The school that is operated by the school district in which the shelter where the child currently resides is located and that serves the geographic area where the shelter is located (O.R.C. §3313.64(F)(13)).

The Superintendent will appoint a Liaison for Homeless Children, whose duty will be to safeguard the rights of homeless children attending school in this District. The Liaison should be notified upon the enrollment or assignment of a homeless child. The Liaison will ensure transportation of the student is provided in accordance with the District's transportation policies and procedures.

18. The District will comply with ESSA provisions for the education of children in foster care. The Superintendent will appoint a point of contact with the local child welfare agency for this purpose.
19. Students in grades one (1) through twelve (12) whose parent or parents are non-residents of the Franklin Local 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 Franklin Local 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 Franklin Local 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.18. of this policy, tuition shall be paid to the Franklin Local 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 Franklin Local 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., and 13. of this policy, in the event a family moves out of the Franklin Local 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 Franklin Local 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 Franklin Local 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 6.22 and 6.23 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 Franklin Local 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.



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. 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.
6. A person or entity that relies on this power of attorney, in good faith, has no obligation to make any further inquiry or investigation.
7. This power of attorney terminates on the occurrence of whichever of the following occurs first: (1) the power of attorney is revoked in writing by the person who created it; (2) the child ceases to live with the grandparent who is the attorney in fact; (3) the power of attorney is terminated by court order; (4) the death of the child who is the subject of the power of attorney; or (5) 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.

8. If this power of attorney is terminated by written revocation of the person who created it 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. 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.
4. A person or entity that relies on this affidavit, in good faith, has no obligation to make any further inquiry or investigation.
5. This affidavit terminates on the occurrence of whichever of the following occurs first: (1) the child ceases to live with the grandparent who signs this form; (2) 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 (3) the affidavit is terminated by court order; (4) the death of the child who is the subject of the affidavit; or (5) 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. Such action does not terminate the affidavit until the caretaker voluntarily returns the child to the physical custody of the parent, guardian, or custodian or upon the expiration of 14 days from receipt of the written notice.

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.

6. 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 upon the caretaker's voluntary return of the child to the parent, guardian or custodian or after 14 days from the date of written notice of disapproval. 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 upon the caretaker's voluntary return of the child to the parent, guardian or custodian or after 14 days from the date of written notice of disapproval. 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.