



Jersey Shore Area School District

LEARNING | GROWING | SUCCEEDING

Affidavit of Residency (24 P.S. §13-1302)

Instructions

If a child is living with you (the “Resident”) and you are not their parent, the child has a right to attend public school where he/she lives if certain conditions are met. All requirements of Jersey Shore Area School District's Student Admission Policy must be met.

If You Have Legal Custody of the Child

If you have legal custody of the child residing with you, provide a copy of the court order or other appropriate paperwork to the School. You will also have to complete other enrollment paperwork, along with providing proof of residency, immunization documents, and a sworn statement about the child's discipline history.

If You Do Not Have Legal Custody of the Child

Pennsylvania Law (24 PS 13-1302) states “when a resident of any school district keeps in his/her home a child of school age, not his/her own, supporting the child gratis as if the child was his/her own, such child shall be entitled to all free school privileges afforded to resident children of the school district.”

Before accepting the child as a student, Jersey Shore Area School District requires the Resident to file with the School, a sworn statement that (1) the person is a resident of the school district; (2) the person is supporting the child gratis; (3) the person is assuming all personal obligations for the child relative to school requirements; and (4) the person intends to keep supporting the child continuously throughout the year, including weekends and summers.

1. Acceptable Proof of Residency. Parents and legal guardians of prospective new students are required to provide proof of residency acceptable to the school prior to admission. Acceptable documentation proving residency will be one (1) of the following original documents:

- a. a deed,
- b. a lease,
- c. current utility bill,
- d. current credit card bill,
- e. property tax bill,
- f. vehicle registration,
- g. driver's license,
- h. Department of Transportation identification card; or a
- i. A piece of mail sent by the federal or state government such as benefits information, voter registration, or tax documents

2. The Resident receives no personal compensation or gain for keeping the child. In other words, you, the Resident, cannot receive any payment for keeping the child. You must tend to the child as if that child were your own, receiving no money as a reward for doing so. This means you are keeping the child "gratis".

Note: The Resident's receipt of public payments, such as Supplemental Security Income (SSI), Transitional Assistance for Needy Families (TANF), pre-adoptive support or other payments for or on account of the child may not be deemed personal compensation or gain.

Jersey Shore Area School District requests the Resident to submit at least one (1) of the following types of substantiation that this condition is being met:

- a. A copy of a completed county form or court order transferring child support payments to the Resident
- b. A copy of a completed state form notifying the Department of Welfare of the child's new residence
- c. A copy of lease/rental agreement identifying the child as a tenant, if applicable or a sworn statement by the resident.

3. The Resident takes responsibility for the child in education matters and assumes all attendance obligations. This means that you, the Resident, are responsible for the child's education including grades, attendance and behavior. If there are issues involving the school attendance of the child, it is your responsibility to get the child to school. If there is a need to enforce truancy laws, you will be the person held liable for the child's attendance. This could include fines set by district magistrate or judge. Also, if the child fails to properly care for school property and there is a need for money to be paid for repair or replacement, such payment will be your responsibility. Any disciplinary issues and resulting restitution will also be your responsibility.

4. The Resident intends to keep and support the child continuously and not merely through the school term. This means the child is to live with you, the Resident, year round. The child must live with you full-time and cannot just live with you during the times that school is in session and spend almost all other time with his or her parents elsewhere. This includes weekends, vacations and summer vacation. The living arrangement is to be 24 hours per day, seven days per week, and 365 days per year.

Jersey Shore Area School District requires you to file this sworn statement, whereby you attest or swear to the above conditions. This legally binds you to the terms of the law and any violation could result in legal action including legal fees, collection fees, and fines set by a court of law. This sworn statement is only valid during the school year for which it was completed.

You must submit a new sworn statement and a current copy of the required additional documentation must be submitted each school year; otherwise the child may be dropped from enrollment as an active student.



Jersey Shore Area School District

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AFFIDAVIT OF RESIDENCY/GRATIS SUPPORT

Date: _____

Child's Name: _____

Name of Resident/Guardian taking child into their home: _____

Address of Resident/Guardian: _____

Phone number of Resident/Guardian: _____

Relationship to child: _____

Child's school: _____

Name of child's parent(s): _____

Address of parent(s): _____

Phone number of parent(s): _____

COMMONWEALTH OF PENNSYLVANIA COUNTY OF LYCOMING

I (we) _____, being duly sworn according to law depose(s) and say(s) that I (we) presently reside at _____ and that I (we) am (are) supporting _____, without receiving compensation of any kind for being a caregiver to the child, as if he/she was my own child.

I (we) will assume all personal obligations related to any and all school requirements, including providing for required immunizations, uniforms, fees/fines, citations/fines for truancy, attending teacher-parent conferences, attending meetings/hearings concerning discipline, and fulfilling any special education requirements. I (we) will assume responsibility for making all educational decisions.

I (we) intend to keep and support _____ continuously, twelve months a year, and not merely through the school term.

I (we) state that no other person will contribute to the child's support.

I (we) receive \$_____ from another source because of the child's residency in my (our) home. For all such compensation received, please state (1) the source: _____; and (2) the purpose: _____.

I (we) will be the only person(s) claiming this child as a dependent for state/federal income tax purposes.

I (we) have received a copy of JSASD Verification of Residency and Eligibility for Educational Services.

I (we) understand that if I (we) knowingly provide false information in this affidavit, I (we) can be subject to prosecution for a criminal offense for violating PACC 4104(a) Tampering with records or identification, which is a misdemeanor 1 offense and can carry a penalty of up to five years in prison and/or up to a \$10,000.00 fine or both. I (we) also understand that if we provide false information in this affidavit that I (we) will be held liable to the Jersey Shore Area School District for the costs of tuition.

I (we) will notify the Jersey Shore Area School District immediately in the event that the facts set forth herein shall no longer be correct or shall change. I (we) certify that I (we) will cooperate with and be responsive to requests for information or investigation concerning the continuing validity of this Affidavit.

Those filing this sworn statement hereby agree that if the statement is found to be false, they will immediately become liable for all tuition due and the child involved will be withdrawn from enrollment in the Jersey Shore Area School District. Jersey Shore Area School District reserves the right to bill for non resident attendance.

The facts set forth herein are true and correct to the best of my (our) knowledge, information and belief.

Signature of Resident/Guardian

Signature of Resident/Guardian

Printed Name of Resident/Guardian

Printed Name of Resident/Guardian

sworn to and subscribed before me this ____ day of _____
20____.

Name of Resident(s)/Guardian(s)

Notary Public Signature, Seal and Stamp