



## AFFIDAVIT OF RESIDENCY BY THIRD PARTY

In order to attend Lowell Public Schools, a student must actually reside in the City of Lowell. The residence of a minor child is presumed to be the legal, primary residence of the parent(s) or guardian(s) who have physical custody of the child.

I/We, under the pains and penalties of perjury state the following:

1. I/We are the current owners and/or lessees of the property listed

at \_\_\_\_\_ in \_\_\_\_\_,  
STREET & NUMBER TOWN/CITY

\_\_\_\_\_, and have offered proof of same.  
STATE AND ZIP CODE

2. \_\_\_\_\_ and his/her/their child/children, are residing with us at our home/apartment in Lowell, Massachusetts.

3. I/We acknowledge that the above mentioned individuals are residing in our home a minimum of five nights a week. \_\_\_\_\_

4. I/We understand that Lowell Public Schools has the right to visit our home to conduct periodic checks and to verify the ongoing residency of \_\_\_\_\_ and his/her/their child/children:

\_\_\_\_\_  
(Child #1) (D.O.B.) (Child #2) (D.O.B.)

\_\_\_\_\_  
(Child #3) (D.O.B.) (Child #4) (D.O.B.)

at our home, which we understand and acknowledge, can occur at any time, including nights and weekends. \_\_\_\_\_

5. I/We further understand that Lowell Public Schools can and may utilize a variety of means and/or support staff in which to verify an individual's residency e.g. correspondence, telephone calls, home visits by Attendance Officers, home visits by Student Support Services personnel, and the professional services of a private investigator. \_\_\_\_\_

6. I/We understand that Lowell Public Schools has the right to seek restitution/relief from us, on behalf of the taxpayers of the City of Lowell, if we are found to have assisted in perpetrating fraud upon the City of Lowell by misrepresenting the residency/sleeping situation of \_\_\_\_\_ and his/her/their children at our home. \_\_\_\_\_

7. I/We understand that the City of Lowell can and will take legal action to recover the costs of educating each child listed above (which can range from \$15,000 to upwards of \$85,000 when all services and transportation are factored in) and up to and including the costs of legal action. \_\_\_\_\_

8. I/we will be jointly and severally liable to the Lowell Public Schools for the student's tuition for the duration of the student's attendance in the Lowell Public Schools, in the event of fraud. \_\_\_\_\_

### AFFIDAVIT OF RESIDENCY BY THIRD PARTY

By signing below, I/We acknowledge that I/We have been placed on notice and that I/We have been fully informed regarding the above information and my/our potential liability.

\_\_\_\_\_  
(Signature of Lowell Resident/Third Party) Date

\_\_\_\_\_  
(Signature of Parent/Guardian) Date

### COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS., \_\_\_\_\_, 20\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me, the undersigned notary public, personally appeared the above named \_\_\_\_\_ and proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, and who in my presence acknowledged to me that his/her signature was his/her free act and deed.

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me, the undersigned notary public, personally appeared the above named \_\_\_\_\_ and proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, and who in my presence acknowledged to me that his/her signature was his/her free act and deed.

\_\_\_\_\_  
Notary Public Date

My commission expires: \_\_\_\_\_