

**AUTHORIZATION AGREEMENT
LIMITED POWER OF ATTORNEY**

****THIS IS AN IMPORTANT LEGAL DOCUMENT YOU MUST READ ALL OF THE
WARNINGS AND DISCLOSURES BEFORE SIGNING THIS AGREEMENT****

State of Texas §
County of Tarrant §

KNOWN ALL BY THESE PRESENTS:

That I, _____ (parent), of
_____ (street address)
_____ (city, state, zip),
_____ (contact telephone numbers),
am the parent, legal guardian, or managing conservator of the below-named child(ren).

Relative/Guardian’s Information

I do hereby appoint _____ (name of relative/guardian accepting
responsibility) _____ (responsibility to the student(s))
_____ (street address)
_____ (city, state, zip),
_____ (contact telephone numbers),

to have physical custody of my child(ren) named below and in my name, place, and stead to take any and all actions and exercise any and all powers that I could take or exercise for the following minor child(ren) in all school-related matters of Carroll ISD, including but not limited to those matters specifically identified below:

Name	Birth date	Grade	Requested School	Former School

Scope of Authority

I hereby authorize my child's relative identified above to act and exercise the powers identified below:

1. To authorize medical, dental, psychological, or surgical treatment and immunization of the child, including executing any consents or authorizations for the release of information as required by law relating to the treatment or immunization;
2. To obtain and maintain health insurance coverage for the child and automobile insurance coverage for the child, if appropriate;
3. To enroll the child in a day-care program or preschool or in a public or private primary or secondary school;
4. To authorize the child to participate in age-appropriate extracurricular, civic, social, or recreational activities, including athletic activities;
5. To authorize the child to obtain a learner's permit, driver's license, or state-issued identification card;
6. To authorize employment of the child; and
7. To apply for and receive public benefits on behalf of the child.
8. To obtain A) copies or originals of state-issued personal identification documents for the child, including the child's birth certificate; B) and to the extent authorized under federal law, copies or originals of federally issued personal identification documents for the child, including the child's social security card.

Penalty for Presenting False Information

I understand that presenting false information or false records for identification is a criminal offense under Texas Penal Code §37.10. I further understand that in addition to the criminal penalty, a person who knowingly falsified information on a form for enrollment of a student in a school district is liable to the district if the student is not eligible for enrollment in the district but is enrolled on the basis of false information. The person is liable, for the period during which the ineligible student is enrolled, for the greater of:

1. the maximum tuition fee the district may charge under Texas Education Code §25.038; or
2. the amount the district has budgeted for each student as maintenance and operating expenses. Texas Education Code §§25.001(h); 25.002.

Participation in Extra-Curricular Activities

I have been informed by the administration of the Carroll Independent School District that, in order for a person under the age of 18 years to establish a residence for the purpose of attending the public free schools separate and apart from his/her parent, guardian, or other person having

lawful control of him/her under an order of a court, it must establish that his/her presence in the school district is not for the primary purpose of participating in extra-curricular activities, and the Board may adopt reasonable guidelines for making a determination as necessary to protect the best interest of students. Texas Education Code §25.001(a); Carroll ISD Board Policies FD(Local), FD(Legal).

It must be clearly established by documentation that the primary purpose of the student's residence in Carroll ISD is not for participating in extra-curricular activities. Factors evidencing the student's purpose shall include, but shall not be limited to, the following reasonable guidelines:

1. Parents are in the process of a divorce or are separated pending court action on custody of student (evidenced by court order);
2. Child abuse, neglect, abandonment, desertion (evidenced by documentation from Department of Health and Human Services);
3. Student to reside with non-custodial natural parent (evidenced by divorce decree);
4. Parents cannot financially provide for student (evidenced by documentation from Department of Health and Human Services);
5. Illness of parent prevents proper support and supervision of the student (evidenced by documentation from physician);
6. Parent(s) incarcerated (evidenced by documentation from law enforcement agency);
7. Military assignment (evidenced by military order); and
8. Grandparent after-school care.

I hereby declare that the above-mention child(ren)'s presence in the Carroll ISD is not for the primary purpose of participating in extra-curricular activities.

Revocation and Termination

I understand and acknowledge this Agreement remains valid and binding on all Parties to the Agreement and on all Parties who have received written notice of this Agreement until _____ **(NOTE: either enter a specific expiration date or "N/A")** or until revoked in writing by me and provided to any Party to the Agreement and/or who have received written notice of the Agreement who will be affected by the revocation.

This Agreement continues in effect after the death and/or during incapacity of the parent or guardian.

This Agreement revokes any previous like Agreements granted by me.

This Agreement may be voluntarily revoked only by me at any time by my written revocation. A copy of any written revocation will be delivered to Carroll ISD within five calendar days of revocation.

****WARNINGS AND DISCLOSURES****
OF AGREEMENT AND AUTHORIZATION
BETWEEN PARENT / GUARDIAN AND RELATIVE

VOLUNTARY. I acknowledge that my agreement to enter this Agreement is voluntary and I voluntarily give, as the parent, OR assume, as the relative, responsibility of performing the functions identified in this Agreement.

NO INCONSISTENT CUSTODY ACTIONS. I acknowledge that I have no knowledge that a parent, guardian, custodian, licensed child-placing agency, or other authorized agency asserts any claim or authority inconsistent with this Authorization Agreement with regard to actual physical possession or care, custody, or control of the child. I affirm that, to the best of my knowledge, there is no current, valid authorization regarding the child.

COURT INVOLVEMENT. I affirm that either (**Select One**) (1) the court does not have continuing jurisdiction over the child(ren) or (2) the court has given written approval for the execution of this Authorization Agreement. (**NOTE: If (2) is selected, attach a copy of the court's written approval, including the court's county, number, and case number of the pending action.**)

CHANGE NOTICES REQUIRED. I understand and acknowledge that I am required by the Texas Family Code to immediately provide to each other party to this Agreement information regarding any change in my address or other contact information.

EXPIRATION. The duration of this authorization agreement is for a term six months from the date the parties enter into the agreement, which renews automatically for six-month terms unless the agreement is terminated as provided by Section 34.008 of the time provided in the agreement with a specific expiration date earlier than six months after the date the parties enter into the agreement.

TERMINATION. This authorization agreement may be: A) terminated as provided by section 34.008 before the term of the agreement expires; or B) continued beyond the term of the agreement by a court as provided by Section 340.008(b).

SPECIFIC ACKNOWLEDGEMENTS. This authorization is made in conformance with Chapter 34 of the Texas Family Code. I am the parent or legal guardian, and I understand that: (1) my rights as a parent may be adversely affected by placing or leaving my child(ren) with another person, (2) this Agreement does not confer on the relative the rights of managing or possessory conservator or legal guardian; (3) I may terminate this Agreement and resume custody, possession, care and control of my child(ren) on demand and request return of the child(ren), (4) failure of the relative to return the child(ren) to me on request may have criminal and civil consequences for the relative, (5) under certain law, the relative may be liable for

certain expenses relating to the child(ren) while in his/her care, BUT that as the parent, I retain the parental obligation to support the child(ren), (6) in certain circumstances this Agreement may require court approval in writing, (7) the Agreement may be terminated by court order, (8) this Agreement is void unless I mail a copy to the other parent not less than 10 days after signing the Agreement, if the parent is alive and retains parental rights, and (9) this Agreement does not give the relative the right to consent to an abortion or emergency contraception for the child(ren).

RIGHT TO CONSULT AN ATTORNEY. I affirm that I have read and understand this Agreement in its entirety. I understand that I have the right to and am advised to have this document reviewed by an attorney. I further understand, however, that I am not required to consult an attorney before signing below.

WARNINGS AND DISCLOSURES. This authorization agreement is an important legal document. The parent and the adult caregiver must read all of the warnings and disclosures before signing the authorization agreement. The persons signing the authorization agreement are not required to consult an attorney but are advised to do so. The parent's rights as a parent may be adversely affected by placing or leaving the parent's child with another person. The authorization agreement does not confer on the adult caregiver the rights of a managing or possessory conservator or legal guardian. A parent who is a party to the authorization agreement may terminate the authorization agreement and resume custody, possession, care, and control of the child on demand and that at any time the parent may request the return of the child. Failure by the adult caregiver to return the child to the parent immediately on request may have criminal and civil consequences. Under other applicable law, the adult caregiver may be liable for certain expenses relating to the child in the adult caregiver's care, but the parent still retains the parental obligation to support the child. In certain circumstances, the authorization agreement may not be entered into without written permission of the court. The authorization agreement may be terminated by certain court orders affecting the child. The authorization agreement does not supersede, invalidate, or terminate any prior authorization agreement regarding the child. The authorization agreement is void if a prior authorization agreement regarding the child is in effect and has not expired or been terminated. Except as provided by Section 34.005(a-2), the authorization agreement is void unless not later than the 10th day after the date the authorization agreement is signed, the parties mail to a parent who was not a party to the authorization agreement at the parent's last known address, if the parent is living and the parent's parental rights have not been terminated: A) one copy of the authorization agreement by certified mail, return receipt requested, or international registered mail, return receipt requested, as applicable; and B) one copy of the authorization agreement by first class mail or international first class mail, as applicable. The authorization agreement does not confer on an adult caregiver the right to authorize the performance of an abortion on the child or the administration of emergency contraception to the child.

OTHER PARENT. I affirm that if the other parent is alive and has not had parental rights terminated, I will mail a copy of this Agreement to the other parent within ten (10) days of today. I understand that this Agreement is void if I do not mail it to that parent. Parent's name and contact information below:

_____ (name of other parent), of
_____ (street address)
_____ (city, state, zip),
_____ (contact telephone numbers).

IN WITNESS WHEREOF, I here unto set my hand this__ day of_____,
20__.

**SIGNATURE OF PARENT, MANAGING
CONSERVATOR, OR LEGAL GUARDIAN**

WITNESSES

ADDRESSES

1. _____

2. _____

THE STATE OF TEXAS §
COUNTY OF TARRANT §

THIS INSTRUMENT was acknowledged before me on this_____day of
_____,20__, by , _____

SEAL

Notary Public, State of Texas
My Commission Expires:
Printed Name:

THE STATE OF TEXAS §
COUNTY OF TARRANT §

As the relative seeking to enroll the above named child(ren), I affirm that I have read and understand this Agreement in its entirety. I hereby acknowledge the assignment of these rights and accept the responsibility for the above-named child(ren). The above statements by the parent or legal guardian are true and correct to the best of my knowledge. I agree to notify the Carroll Independent School District if the child(ren) move(s) from my residence.

I understand that I have the right to and am advised to have this document reviewed by an attorney. I further understand, however, that I am not required to do so.

IN WITNESS WHEREOF, I hereunto set my hand this ____ day of _____, 20__.

SIGNATURE OF CARROLL ISD RELATIVE/GUARDIAN

WITNESSES

ADDRESSES

1. _____

2. _____

THE STATE OF TEXAS §
COUNTY OF TARRANT §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 20__, by, _____

SEAL

Notary Public, State of Texas
My Commission Expires:
Printed Name:

THE STATE OF TEXAS §
COUNTY OF TARRANT §

COUNTY OF TARRANT §

BEFORE ME, a notary public, on this day personally appeared _____ and _____, known to me to be the persons whose names are subscribed as witnesses to the foregoing instrument of writing, and, after being duly sworn by me, stated on oath that they saw the parent or legal guardian execute the foregoing instrument, subscribe the same, and that they signed the same as witnesses at the request of the person who executed the same; and that each of the witnesses was then at least 18 years of age.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

SEAL

Notary Public, State of Texas
My Commission Expires:
Printed Name: