

2020-2021 SCHOOL YEAR

**AUTHORIZATION AGREEMENT
FOR NON-PARENT RELATIVE
(For Use ONLY with a Grandparent, Adult Sibling, or Adult Aunt /Uncle)
(Pursuant to Chapter 34 of the Texas Family Code 2009)**

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

State of Texas §
County of Grayson §

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's Information

I do hereby appoint _____ (name of relative accepting
responsibility) _____ (relationship 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 Sherman 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 have access to, obtain copies of, and authorize the release of any and all education records, in order to carry out the responsibilities I have given to them under this Authorization Agreement.

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 Sherman 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); Sherman ISD Board Policies FD(Local), FD(Legal).

It must be clearly established by documentation that the primary purpose of the student's residence in Sherman 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-mentioned child(ren)'s presence in the Sherman 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 Sherman 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 into 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 court order or pending suit affecting the parent-child relationship concerning the child; there is no pending litigation in any court concerning custody, possession, or placement of the child or concerning access to or visitation with 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 cause 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.

SPECIFIC ACKNOWLEDGEMENTS. 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.

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 hereunto 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 GRAYSON §

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 GRAYSON §

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 Sherman 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 SHERMAN ISD RELATIVE

WITNESSES

ADDRESSES

1. _____

2. _____

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

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 GRAYSON §

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: