

**2020-2021 SCHOOL YEAR  
LIMITED POWER OF ATTORNEY**

State of Texas           §  
County of Grayson   §

KNOWN ALL BY THESE PRESENTS:

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

**Appointment**

I do hereby appoint \_\_\_\_\_ (name of attorney-in-fact) as my true and lawful attorney-in-fact for me 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 student(s) in all school-related matters of Sherman ISD:

<b>Name</b>	<b>Birth date</b>	<b>Grade</b>	<b>Requested School</b>	<b>Former School</b>

**Scope of Authority**

I hereby authorize my attorney-in-fact to do any and every act and exercise any and every power that I might or could do or exercise with regard to the following:

1. To have physical possession of the above-mentioned child(ren), to direct moral and religious training, and to establish legal domicile;
2. To receive and discuss the student's class work with appropriate District employees;
3. To attend and make decisions in any and all meetings with District employees, including but not limited to parent-teacher conferences and special education meetings;

4. To examine and receive copies of the student's Sherman ISD records and report cards;
5. To give permission for the student's participation in various activities such as, but not limited to, field trips and other student travel;
6. To be notified concerning medical problems and to give consent for the care and treatment of the student;
7. To be notified and consulted concerning the student's attendance and tardiness;
8. To receive all notifications for all purposes by Sherman ISD, including but not limited to notice of grades and school disciplinary action;
9. To give permission for any disciplinary actions involving the student by Sherman ISD employees;
10. To perform any other duties, responsibilities, and privileges normally afforded to the parents of students in Sherman ISD.

My consent for medical treatment of the above-named child(ren) extends to all expected or unexpected medical, dental, or surgical care, and hospitalization from the date of this Power of Attorney until it is revoked as provided below. Texas Family Code §32.002.

### **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-mention child(ren)'s presence in Sherman ISD is not for the primary purpose of participating in extra-curricular activities.

### **Revocation and Termination**

This Power of Attorney shall not terminate upon my disability or incapacity.

This Power of Attorney revokes any previous Powers of Attorney granted by me. This Power of Attorney 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.

I declare that all powers given to my attorney-in-fact shall be exercisable by my attorney-in-fact only for the **2020-2021** school year, unless sooner revoked in writing.

### **Bond, Compensation, and Indemnification**

No attorney-in-fact shall be obligated to furnish bond or other security.

My attorney-in-fact shall be entitled to reasonable compensation for services rendered and reimbursement of all expenses incurred in the care of my child(ren).

I hereby bind myself to indemnify my attorney-in-fact who shall so act against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorneys' fees which my attorney-in-fact at any time may sustain or incur while carrying out the authority granted in the Power of Attorney.

I hereby authorize my attorney-in-fact to indemnify and hold harmless any third party who accepts and acts under this Power of Attorney.

**Conformation of Acts**

I hereby ratify and confirm all that my attorney-in-fact shall and may lawfully do or cause to be done by virtue of this Power of Attorney and rights and powers granted herein.

IN WITNESS WHEREOF, I hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF PARENT, MANAGING  
CONSERVATOR, OR LEGAL GUARDIAN

\_\_\_\_\_  
PRINTED NAME

**ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT**

I am a resident of the Sherman Independent School District. 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.

IN WITNESS WHEREOF, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF SHERMAN ISD RESIDENT/  
ATTORNEY-IN-FACT

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

WITNESSES

ADDRESSES

1. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF GRAYSON \_\_\_\_\_ §

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,  
Parent or Legal Guardian.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF GRAYSON \_\_\_\_\_ §

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_,  
Sherman Independent School District resident and Attorney-in-Fact.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF GRAYSON \_\_\_\_\_ §

BEFORE ME, a notary public, on the 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\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Printed Name: \_\_\_\_\_