

Applying for Guardianship Affidavit

Families who have a student living apart from the biological parent or legal guardian by court of law will need to complete a Guardianship Affidavit.

Please be advised all agreements are:

- One per student
- Required to be notarized prior to arriving at Dickinson ISD facility
- Required to have Guardian as first point of contact for student
- Required to show the supporting documents as listed on each packet
- Required to be reviewed for provisional enrollment and will not be approved until a home visit is complete

Forms:

Forms can be picked up at any campus or found online at <http://www.dickinsonisd.org/page/pi.Affidavits>
The completed original agreement including all attachments must be returned to the campus for review. If the packet is complete the student will be able to start school under a provisional enrollment. The agreement is not approved until a home visit is completed and signed by someone from the Superintendent’s Office.

NOTE: No photo copying or notarizing of documents will be made on location.

This agreement is used if the parent is giving education rights to a person other than the parent (i.e. family, friend or neighbor), due to the student residing with someone other than a parent.

**This agreement does not take away from the parental rights in any way, but only grants educational rights to the guardian and gives the campus permission to discuss the student with the guardian.*

The attachments required along with the completed agreement are as follows:

- Parent’s Government Issued Photo I.D. and legal documentation if not on birth certificate. **If parent is unavailable, resident must provide a notarized statement explaining the situation.**
- Student’s Birth Certificate
- Resident’s Government Issued Photo I.D. – with correct address
- Guardian’s Current Utility Bill showing service address (Gas, Water or Electric – Disconnect Notices will not be accepted)
- Guardian’s Current Lease or Mortgage Statement or Property Tax statement showing property address. If an apartment lease, the student must be listed on the lease. If not, the resident must provide a notarized statement explaining the situation.
- Only one student per original affidavit

Please Note: Only one student per original affidavit. No copies or notary services are available at any Dickinson ISD facility. The agreement and attachments will be reviewed in a timely manner and upon approval; the agreement will have a signature from the Superintendent’s Office. We make every effort to promptly respond to your inquires. Thank you for your patience. We do appreciate it.

***Need more help?
Call 281-229-6041***

If you no longer require a residency affidavit, please deliver a copy of the required proof of residency document (mortgage, lease and utility bill in your name) to the school so the student’s records can be updated accordingly.

FOR OFFICE USE ONLY	<input type="checkbox"/> Check Family 1 <input type="checkbox"/> Check Siblings	DISD initials
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AUTHORIZATION AGREEMENT FOR VOLUNTARY ADULT CAREGIVER

This authorization agreement is made in conformance with Chapter 34 of the Texas Family Code concerning the following Child:

Child's Full Name:
Date of Birth:

Parent completing this form:

Full Name:
Physical Address:
Telephone Number:
Other contact information:

Child's other parent:

Full Name:
Physical Address:
Telephone Number:
Other contact information:

Parent voluntarily authorizes the following adult caregiver or Parental Child Safety Placement voluntary caregiver to make certain decisions regarding the child, as listed on the next page of this authorization agreement.

Name:
Relationship to Child (check one): Adult Caregiver <input type="checkbox"/> Parental Child Safety Placement Voluntary Caregiver in accordance with Child Protective Services if requirements of Texas Family Code, Subchapter L are met <input type="checkbox"/>
Physical Address:
Telephone Number:
Other contact information:

**PARENT AND VOLUNTARY ADULT CAREGIVER UNDERSTAND THAT THEY ARE
REQUIRED BY LAW TO IMMEDIATELY PROVIDE EACH OTHER WITH INFORMATION
REGARDING ANY CHANGE IN THE OTHER PARTY'S ADDRESS OR CONTACT
INFORMATION.**

FOR OFFICE USE ONLY	<input type="checkbox"/> Parent's Gov't Issued Photo ID	<input type="checkbox"/> Guardian's Current Utility Bill
	<input type="checkbox"/> Birth Certificate	<input type="checkbox"/> Guardian's Current Lease/Mortgage
	<input type="checkbox"/> Guardian's Gov't Issued Photo ID	DISD Initials

Campus Student Will Attend
Student ID#



AUTHORIZATION AGREEMENT FOR VOLUNTARY ADULT CAREGIVER

Revised October 2017

Parent authorizes the above named voluntary adult caregiver to perform the following acts in regard to the child and the voluntary adult caregiver assumes the responsibility of performing these functions (strike through any that do not apply):

- (1) To authorize medical, dental, psychological, 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 public or private preschool, 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;
- (7) To apply for and receive public benefits on behalf of the child; and
- (8) To obtain copies or originals of state-issued personal identification documents for the child, including the child's birth certificate; 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.

This authorization agreement does not confer on the voluntary adult caregiver of the child the right to authorize the performance of an abortion on the child or the administration of emergency contraception to the child.

To the best of the parent's and voluntary adult caregiver's knowledge (check if applicable):

This child is not the subject of a current (pre-existing) valid authorization agreement, and no parent, guardian, custodian, licensed child-placing agency or other agency makes any claim to actual physical possession or care, custody or control of the child that is inconsistent with this authorization agreement.

To the best of the parent's and the voluntary adult caregiver's knowledge (choose one from below):

THERE IS NO COURT INVOLVEMENT WITH THIS CHILD

All of the following statements must apply:

- 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 access to or visitation with the child.
- The court does not have continuing jurisdiction concerning the child.

THIS CHILD HAS BEEN THE SUBJECT OF A COURT ACTION

The court with continuing jurisdiction concerning the child has given written approval for the execution of the authorization agreement accompanied by the following information:

- The county in which the court is located;
- The number of the court; and
- The cause number in which the order was issued or the litigation is pending.

Please staple a copy of the court's order to this agreement.



AUTHORIZATION AGREEMENT FOR VOLUNTARY ADULT CAREGIVER

Revised October 2017

WARNINGS AND DISCLOSURES

This authorization agreement is an important legal document. The parent and the voluntary adult caregiver must read all of the warnings and disclosures before signing this authorization agreement.

The parent and voluntary adult caregiver are not required to consult an attorney but are advised to do so.

A parent's rights as a parent may be adversely affected by placing or leaving the parent's child with another person.

This authorization agreement does not confer on the voluntary adult caregiver the rights of a managing or possessory conservator or legal guardian.

A parent who is a party to this authorization agreement may terminate the authorization agreement and resume custody, possession, care, and control of the child on demand and at any time the parent may request the return of the child.

Failure by the voluntary adult caregiver to return the child to the parent immediately on request may have criminal and civil consequences.

Under other applicable law, the voluntary adult caregiver may be liable for certain expenses relating to the child in the voluntary caregiver's care, but the parent still retains the parental obligation to support the child.

In certain circumstances, this authorization agreement may not be entered into without written permission of the court. Examples of when court permission must be granted include when a court has entered a previous order granting custody or establishing a child support obligation.

This authorization agreement may be terminated by certain court orders affecting the child.

This authorization agreement does not supersede, invalidate, or terminate any prior authorization agreement regarding the child.

This authorization agreement is void if a prior authorization agreement regarding the child is in effect and has not expired or been terminated.

This authorization agreement does not confer on the voluntary adult caregiver of the child the right to authorize the performance of an abortion on the child or the administration of emergency contraception to the child.



AUTHORIZATION AGREEMENT FOR VOLUNTARY ADULT CAREGIVER

Revised October 2017

MAILING REQUIREMENTS:

When both parents do not sign the parent authorization agreement, a copy of the agreement **MUST** be mailed to the non-signing parent at the parent's last known address, unless that parent is deceased or has had his or her parental rights terminated. This authorization agreement is **void** unless not later than the 10th day after the date the authorization agreement is signed:

1. The parties mail one copy of this agreement by certified mail, return receipt requested, or international registered mail, return receipt requested, as applicable, to the non-signing parent; and
2. The parties mail one copy of the agreement by first class mail or international first class mail, as applicable to the non-signing parent.

A party to the authorization agreement shall immediately inform each other party of any change in the party's address or contact information. If a party fails to comply with this subsection, the authorization agreement is voidable by the other party.

EXCEPTION TO MAILING REQUIREMENTS:

If a parent who did not sign the authorization agreement **does not have court-ordered possession of or access to the child who is the subject of the agreement**, the parent who is a party to the agreement does not have to mail a copy of the agreement to the non-signing parent if either of the following circumstances applies:

1. A protective order has been issued against the non-signing parent as provided under Chapter 85 of the Texas Family Code or under a similar law of another state for committing an act of family violence (as defined by Section 71.004 of the Texas Family Code) against the parent who signed the agreement or any child of the parent who signed the agreement; or
2. The non-signing parent has been convicted of any of the following criminal offenses against the parent who signed the agreement or any child of the parent who signed the agreement:
 - o any offense under Title 5 of the Texas Penal Code (including murder, homicide, kidnapping, assault and sexual assault); or
 - o any other criminal offense in Texas or any other state if the offense involves a violent act or prohibited sexual conduct.

TERM OF AUTHORIZATION AGREEMENT

This authorization agreement is for a term of:

- six months from the date the parties enter into the agreement, and will renew automatically for six-month terms unless the agreement is terminated by any of the circumstances provided in Section 34.008 of the Texas Family Code; or
- the time provided in the agreement with a specific expiration date earlier than six months after the date the parties enter into the agreement.

If the parent does not want the agreement to last for six months and renew automatically for six-month terms after that, the parent must identify the circumstances under which the authorization agreement may be terminated (as provided by Section 34.008) before the term of the agreement expires; or continued beyond the term of the agreement by a court (as provided by Section 34.008(b)). Note: See last page of form for full text of Section 34.008 regarding terminating or revoking the agreement

If the parent wishes the agreement to expire at a date earlier than six months from the date the parties enter into the agreement, indicate the date the agreement is to expire: _____

If applicable, state circumstances to terminate the agreement before the expiration date:



AUTHORIZATION AGREEMENT FOR VOLUNTARY ADULT CAREGIVER

Revised October 2017

Texas Penal Code, Section 37.10 Tampering with Governmental Record

- (a) A person commits an offense if he:
 - (1) knowingly makes a false entry in, or false alteration of, a governmental record;
 - (2) makes, presents, or uses any record, document, or thing with knowledge of its falsity and with intent that it be taken as a genuine governmental record; or
 - (3) intentionally destroys, conceals, removes, or otherwise impairs the verity, legibility, or availability of a governmental record.
- (b) An offense under this section is a Class C misdemeanor. (A person found by a court to be guilty may be fined up to \$500.) _____ (Initials)
Education Code, Section 25.001 Admission
- (h) In addition to the penalty provided by Section 37.10, Penal Code, a person who knowingly falsifies information on a form required 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 the 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 Section 25.038 of this code; or
 - (2) the amount the district has budgeted for each student as maintenance and operating expenses.
 (A person found guilty of falsifying information on an enrollment form may be liable for tuition for a sum in excess of \$5,000.) _____ (Initials)

I also understand that DISD reserves the right to investigate claims of residence under the DISD administrative guidelines as permitted by the Texas Education Code and may conduct a home visit to verify actual occupancy.

By signing below, parent and the voluntary adult caregiver acknowledge that they have each read this authorization agreement carefully, are entering into the authorization agreement voluntarily, and have read and understand all of the Warnings and Disclosures included in this authorization agreement.

PARENT

Printed name: _____

SUBSCRIBED AND ACKNOWLEDGED BEFORE ME on this ____ day of _____, 20 ____.

Notary Public in and for the State of TEXAS

PARENT**

Printed name: _____

SUBSCRIBED AND ACKNOWLEDGED BEFORE ME on this ____ day of _____, 20 ____.

Notary Public in and for the State of TEXAS

VOLUNTARY ADULT CAREGIVER

Printed name: _____

SUBSCRIBED AND ACKNOWLEDGED BEFORE ME on this ____ day of _____, 20 ____.

Notary Public in and for the State of TEXAS



AUTHORIZATION AGREEMENT FOR VOLUNTARY ADULT CAREGIVER

Revised October 2017

Important statutory provisions Texas Family Code (as of September 1, 2017)

Statute:

Sec. 34.0075 TERM OF AUTHORIZATION AGREEMENT

An authorization agreement executed under this chapter is for a term of six months from the date the parties enter into the agreement and renews automatically for six-month terms unless:

- (1) an earlier expiration date is stated in the authorization agreement;
- (2) the authorization agreement is terminated as provided by Section 34.008; or
- (3) a court authorizes the continuation of the agreement as provided by Section 34.008(b).

Sec. 34.008. TERMINATION OF AUTHORIZATION AGREEMENT

(a) Except as provided by Subsection (b), an authorization agreement under this chapter terminates if, after the execution of the authorization agreement, a court enters an order:

- (1) affecting the parent-child relationship;
- (2) concerning custody, possession, or placement of the child;
- (3) concerning access to or visitation with the child; or
- (4) regarding the appointment of a guardian for the child under Section 676, Texas Probate Code.

(b) An authorization agreement may continue after a court order described by Subsection (a) is entered if the court entering the order gives written permission.

(c) An authorization agreement under this chapter terminates on written revocation by a party to the authorization agreement if the party:

- (1) gives each party written notice of the revocation;
- (2) files the written revocation with the clerk of the county in which:
 - (A) the child resides;
 - (B) the child resided at the time the authorization agreement was executed; or
 - (C) the relative resides; and
- (3) files the written revocation with the clerk of each court:
 - (A) that has continuing, exclusive jurisdiction over the child;
 - (B) in which there is a court order or pending suit affecting the parent-child relationship concerning the child;
 - (C) in which there is pending litigation concerning:
 - (i) custody, possession, or placement of the child; or
 - (ii) access to or visitation with the child; or
 - (D) that has entered an order regarding the appointment of a guardian for the child under Section 676, Texas Probate Code.

(d) If an authorization agreement executed under this chapter does not state when the authorization agreement expires, the authorization agreement is valid until revoked.

(e) If both parents have signed the authorization agreement, either parent may revoke the authorization agreement without the other parent's consent.

(f) Execution of a subsequent authorization agreement does not by itself supersede, invalidate, or terminate a prior authorization agreement.



AUTHORIZATION AGREEMENT FOR VOLUNTARY ADULT CAREGIVER

Revised October 2017

Notice of Revocation of Authorization Agreement

Notice: A copy of your Authorization Agreement must be submitted with this notice.

Date:

This notice is to inform Dickinson Independent School District that the Authorization Agreement for _____ (*student's name*) has been revoked, effective _____ (*date*), in accordance with Section 34.008(c) of the Texas Family Code.

Parent/Guardian
(*print*):

Parent/Guardian
(*signature*):

Student's name
(*print*):

Date of birth:

Student's
Campus of
Attendance:

Grade:
