



Sharyland Independent School District

TRANSFER OF LEGAL DUTIES AND RESPONSIBILITIES FOR CARE AND CUSTODY OF MINOR

OFFICIAL GUARDIANSHIP CAREGIVER'S AFFIDAVIT

TO THE BOARD OF EDUCATION OF SHARYLAND INDEPENDENT SCHOOL DISTRICT, AND
TO THE SUPERINTENDENT:

It has become necessary that my child:

(Child's Name) _____

Currently residing at (previous address) _____

(Guardian Name) _____

(Address)

Since I am placing the care and custody of this child with the above named person at the address noted, I realize that the pupil should attend school in the district where the child will live. Under the conditions as stated, I therefore apply for his or her transfer to that school. In so doing, I understand that it is necessary for me to assign to the above named person certain rights, duties, and responsibilities in order for that person to have legal control and charge of my child in lieu of and as a substitute for me as a parent in relationship to the school of his attendance. Therefore, I do hereby delegate to the above named person, and said person hereby accepts the following powers, duties, and obligations and it is understood and agreed that the school will contact this person rather than me as parent in regard to the matters contained herein:

1. In case of accident, disaster, or emergency of any kind, to make decisions as to what is to be done with and for my child; *
2. To sign all reports, including report cards, excused absence or tardiness, work permits and all other documents which require a parent's or guardian's signature;
3. Accept the obligation and responsibility for and pay all expenses incurred by the child as a part of the regular and necessary school activities;
4. Assume all obligations in respect to discipline and control of the child;
5. Accept responsibility in place of the parent to insure school attendance and assume liability for all misdemeanor prosecutions under Section 25.001(h) of the Education Code;
6. Accept responsibility in place of parent to insure child attends all afterschool and weekend tutorials as such to insure good standing with the district
7. To pay for any damages caused by the child pursuant to the student code of conduct
8. If the minor does not maintain residence with the person who is assuming legal responsibility for and control of the minor, and the school is not notified of this fact, this will be considered as giving a false address. A student for whom a false address is given will

be returned to his home school and may not apply for a permit until after he/she has completed at least one full semester at his home school.

9. It is further understood by the parents and by the persons accepting responsibility for the care of the minor that upon receipt of any inquiry from state and federal governmental agencies, the school district will necessarily need to report that the care and custody of the minor are being provided by the person hereby accepting responsibility for the care and custody of the minor.
10. This legal document must be renewed each school year, and it becomes the complete responsibility of the parent to see that it is renewed on or before the first day of the new semester in August and or date requested by campus. The agreement automatically terminates June 30 of each school year. The intake department, or other certified personnel designated by the district of the receiving school, shall aid the parent or guardian in the renewal each year of this legal document.

Attached Emergency Card must be completed with new guardian information.

I have read, understand and agree to comply with the statements and conditions of the aforementioned Transfer of Legal Duties and Responsibilities.

I swear (or certify) under penalty of perjury that the foregoing is true and correct:

(Father) (Address)

_____ Signature

I swear (or certify) under penalty of perjury that the foregoing is true and correct:

(Mother) (Address)

_____ Signature

State of Texas

County of Hidalgo

On this _____ day of _____, in the year _____, before me, the undersigned, a Notary Public or school official in and for said State, personally appeared and is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, and acknowledged to me that he executed it.

WITNESS my hand and official seal.

Signature

Name of Guardian:

I accept the responsibility for _____ and I hereby declare that said child (Name of Minor) will reside with me beginning

_____.

(Date)

I have read and understand the foregoing Transfer of Legal Duties and Responsibilities and do hereby fully accept and assume the above listed powers, duties, and obligations.

I swear (or certify) under penalty of perjury that the foregoing is true and correct:

Name

Signature

(Address) (City) (Zip)

(Person or persons accepting responsibility (Guardians) (Relationship, if any) for above named minor.)

State of Texas

County of Hidalgo

On this _____ day of _____, in the year

_____, before me, the undersigned, a Notary Public for said State, personally appeared and is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, and acknowledged to me that he executed it.

WITNESS my hand and official seal.

Signature

Name

Discipline, Attendance and Grades will be a reviewed prior to approval of Guardianship.

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