

GENERAL ASSEMBLY OF NORTH CAROLINA

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HOUSE BILL 49*
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Short Title: K-12 Residence Clarification.

(Public)

Sponsors:

Referred to:

February 4, 1993

1 A BILL TO BE ENTITLED

2 AN ACT TO CLARIFY WHO SHALL BE ENTITLED TO THE PRIVILEGES AND
3 ADVANTAGES OF THE PUBLIC SCHOOLS, WHO SHALL PAY TUITION,
4 AND TO CREATE AN EDUCATION POWER OF ATTORNEY.

5 The General Assembly of North Carolina enacts:

6 Section 1. G.S. 115C-364 reads as rewritten:

7 "**§ 115C-364. Admission requirements.**

8 A child, to be entitled to initial entry in the public schools, must have passed the fifth
9 anniversary of ~~his/her~~ his or her birth on or before October 16 of the year in which the
10 child is presented for enrollment, and ~~must be~~ is presented for enrollment during the first
11 month of the school year. The initial point of entry into the public school system shall
12 be at the kindergarten level: Provided, that if a ~~particular~~ child has already been
13 attending school in another state in accordance with the laws or regulations of ~~the school~~
14 ~~authorities of such state before moving to and becoming a resident of North Carolina, such that~~
15 state, the child will be is eligible for enrollment in the schools of this State in accordance
16 with this Article regardless of whether such child has passed the fifth anniversary of his
17 or her birth before October 16. If the principal of a school finds as fact subsequent to
18 initial entry that a child, by reason of maturity can be more appropriately served in the
19 first grade rather than in kindergarten, the principal may act under the provisions of G.S.
20 115C-288 to implement this educational decision without regard to chronological age.
21 The principal of any public school shall have the authority to require the parents of any

1 child presented for admission for the first time to such school to furnish a certified copy
2 of the child's birth certificate of such child, which shall be furnished by the register of deeds
3 of the county having on file the record of the birth of such child, or other satisfactory
4 evidence of date of birth."

5 Sec. 2. Article 25 of Chapter 115C is amended by adding a new section to
6 read:

7 **"§ 115C-364.1. Eligibility to attend public schools; school assignment.**

8 (a) All persons under the age of 21 years who are domiciled in a school
9 administrative unit and who have neither been removed from school for cause, nor
10 obtained a high school diploma, shall be entitled to all the privileges and advantages of
11 the public schools to which they are assigned by the local boards of education.

12 (b) It is the policy of the State that every child of a homeless individual and every
13 homeless child shall have access to a free, appropriate public education on the same
14 basis as all children who are domiciled in this State. The local board of education of the
15 school administrative unit in which the homeless child is actually living shall enroll the
16 child in that school administrative unit. In no event shall the homeless child be denied
17 enrollment because of uncertainty regarding the child's domiciliary status, regardless of
18 whether the child is living with the homeless parents or has been temporarily placed
19 elsewhere by the parents. The local board shall not charge the homeless child, as
20 defined in this subsection, tuition for enrollment.

21 In the event the local board of education denies enrollment to the child, the child's
22 parent, guardian, or person standing in loco parentis to the child may, within 10 days
23 after notification of the denial, apply in writing to the local board for reconsideration of
24 the decision. Written notification of the board's decision shall be delivered to the
25 applicant in person. If the reconsideration is denied, the applicant shall have a right of
26 appeal on the question of the child's enrollment in accordance with the hearing
27 procedures set out in G.S. 115C-369 and G.S. 115C-370; however, written notification
28 of all decisions shall be delivered to the applicant in person.

29 As used in this subsection, the term 'homeless' refers to an individual who (i) lacks
30 a fixed, regular, and adequate nighttime residence or (ii) has a primary nighttime
31 residence in a supervised publicly or privately operated shelter for temporary
32 accommodations, an institution providing temporary residence for individuals intended
33 to be institutionalized, or a public or private place not designated for, or ordinarily used
34 as, a regular sleeping accommodation for human beings. The term does not include
35 persons who are imprisoned or otherwise detained pursuant to federal or State law.

36 (c) The following persons under the age of 21 years who actually live in a school
37 administrative unit in the State for reasons other than to attend school or to participate in
38 school athletics, and who have neither been removed from school for cause, nor
39 obtained a high school diploma, shall be entitled to attend public schools on the same
40 basis as children who are domiciled in a school administrative unit in this State:

41 (1) Persons under the care, custody, control, and supervision of an
42 institution established, operated, or incorporated for the purpose of
43 rearing and caring for children who do not live with their parents. This
44 subdivision includes foster homes and group homes.

- 1 (2) Persons living with a parent, guardian, or custodian who is a student,
2 employee, or faculty member of a college or university, or a visiting
3 scholar at the National Humanities Center.
- 4 (3) Persons residing on Indian lands located in the State with a parent,
5 guardian, or custodian.
- 6 (4) Persons living with a parent, guardian, or custodian who is a migrant
7 agricultural worker as defined in G.S. 130A-417(2).
- 8 (5) Persons having no domicile in this State and no parent, guardian or
9 custodian residing in this State, and living with a designated education
10 agent. For purposes of this section, an 'education agent' is a
11 domiciliary of the school unit who provides care, control, supervision,
12 and substantial support for the person, and is designated in an
13 education power of attorney or a notarized affidavit in accordance with
14 this subdivision. In accordance with G.S. 115C-398, a designated
15 education agent may be liable for damages caused by persons admitted
16 to the local school unit in accordance with this subdivision. Local
17 boards shall require persons admitted under this subdivision to
18 provide, on a yearly basis:
- 19 a. An education power of attorney in accordance with Article 4 of
20 Chapter 32A; or
- 21 b. A notarized affidavit as set out in G.S. 115C-364.2 by the
22 person enrolling the child if a child's parents, guardian, or
23 custodian is unknown or cannot be found after reasonable
24 investigation, or is unwilling or unable to sign an education
25 power of attorney due to death, serious illness, incarceration, or
26 abandonment of the child. The local school board shall notify
27 the county office of social services of any child admitted in
28 accordance with this subdivision.

29 For purposes of this subsection, a 'guardian' or 'custodian' is a person or agency that
30 has been awarded legal guardianship or legal custody by a court.

31 (d) Any child who is qualified under the laws of this State for admission to a
32 public school and who has a place of residence in a local school administrative unit
33 incident to his or her parent's or guardian's service in the General Assembly, other than
34 the local school administrative unit in which the child is domiciled, is entitled to attend
35 school in the local school administrative unit of that residence as if the child were
36 domiciled there, subject to the payment of applicable out-of-county fees.

37 (e) Each local board of education shall assign to a public school each student
38 qualified for assignment under this section. Except as otherwise provided by law, and
39 particularly the provisions of G.S. 115C-369 and G.S. 115C-370, the authority of each
40 board of education in the matter of assignment of children to the public schools shall be
41 full and complete, and its decision as to the assignment of any child to any school shall
42 be final.

43 (f) A student domiciled in one local school administrative unit may be assigned
44 either with or without the payment of tuition to a public school in another local school

1 administrative unit upon the terms and conditions agreed to in writing between the local
2 boards of education involved and entered in the official records of the boards. The
3 assignment shall be effective only for the current school year, but may be renewed
4 annually in the discretion of the boards involved. The assignment of students living in
5 one local school administrative unit or district to a school located in another local school
6 administrative unit or district shall have no effect upon the right of the local school
7 administrative unit or district to which the students are assigned to levy and collect any
8 supplemental tax heretofore or hereafter voted in that local school administrative unit or
9 district.

10 (g) The boards of education of adjacent local school administrative units may
11 operate schools in adjacent units upon written agreements between the respective boards
12 of education and approval by the county commissioners and the State Board of
13 Education.

14 (h) This section shall not be construed to allow students to participate in school
15 athletics in violation of eligibility requirements established by the State Board of
16 Education and the North Carolina High School Athletic Association."

17 Sec. 3. Article 25 of Chapter 115C is amended by adding a new section to
18 read:

19 "**§ 115C-364.2. Affidavit for school attendance.**

20 The use of the following form meets the requirements of G.S. 115C-364.1(c)(5):

21
22 STATE OF NORTH CAROLINA
23 COUNTY OF.....

EDUCATION AGENT AFFIDAVIT
G.S. 115C-364.1(c)(5)
G.S. 115C-364.2

24
25
26
27 The undersigned affiant, being first duly sworn, says that:

28
29
30 1. I am domiciled in.....County.

31
32 2.

33
34
35
36
37
38
39
40
41
42 _____ name of child

_____ date of birth

43 actually lives with me other than to attend school or to participate in
44 school athletics; has no domicile in this State; and is neither suspended

1 nor expelled from a local school unit in this or any other state because
2 the child's continued presence in school constituted a clear threat to the
3 safety and health of other students or employees; and has not obtained
4 a high school diploma; and

5
6 3. I provide substantial support for the above-named child; and

7
8 4. The above-named child's parent(s), legal guardian, or legal custodian
9 is:

10
11 (check appropriately)

12 unknown, or

13 cannot be found after reasonable investigation; or

14 is unwilling or unable to sign an agreement due to death; serious
15 illness; incarceration; or, abandonment of the child, and

16
17 5. I am 18 years of age or older; and

18
19 6. I have accepted the responsibility for the care, custody, supervision,
20 and control of

21 name of child

22 and am acting for and in behalf of said minor child as if I were the parent. I am
23 providing a home, food, clothing, shelter, and other care for the child named above. I
24 will make educational decisions on behalf of the child, including enrolling the child in
25 school and signing any school-related documents, including individual education plans,
26 report cards, and permission slips. I will respond to medical emergencies regarding
27 injuries occurring while the child is in attendance at school. In accordance with G.S.
28 115C-398, I understand that I may be liable for damage to school property caused by the
29 child.

30
31
32 SWORN TO AND SUBSCRIBED TO BEFORE ME

33 Date:.....

34
35 Signature:.....

36
37 Title of person authorized to administer oaths:.....

38
39 Date:.....

40
41 Signature of Affiant:.....

42
43 Relationship to above-named child (if any):.....

1 (Note: If the school administrative unit employs a person authorized to administer oaths,
2 that person, in accordance with the duties of his or her office, shall administer the oath
3 required by this form, and shall sign this form at no charge to the affiant.)"

4 Sec. 4. G.S. 115C-366 is repealed.

5 Sec. 5. G.S. 115C-366.1 reads as rewritten:

6 **"§ 115C-366.1. Admission by ~~Local~~ local boards of education; tuition charges.**

7 (a) Local boards of education may admit and may charge tuition to ~~for~~ the
8 following persons:

9 (1) ~~Persons of school age who are not domiciliaries of the State.~~ State and
10 who are not entitled to attend North Carolina schools in accordance
11 with G.S. 115C-364.1(b) or (c). The tuition charge for these students
12 shall not exceed the amount of per pupil local and State funding. These
13 persons shall not be included in the average daily membership of the
14 local school administrative unit for the purpose of allocating State
15 funds: Provided, persons who live in a household in a state bordering
16 North Carolina in which at least fifty-one percent (51%) of the gross
17 household income is derived from a business, trade, profession, or
18 occupation carried on in this State may be admitted by the local board
19 of education, and, if admitted, shall be included in the average daily
20 membership of the local school administrative unit for the purpose of
21 allocating State funds. The tuition charge for these persons may not
22 exceed the amount of the local supplement.

23 (2) ~~Persons of school age who are domiciliaries of the State but who do~~
24 ~~not reside within the school administrative unit or district unit, and who~~
25 ~~are not entitled to attend North Carolina schools in accordance with~~
26 ~~G.S. 115C-364.1(b) or (c). This subdivision applies to students~~
27 ~~admitted in accordance with G. S. 115C-364.1(f). The tuition charge~~
28 ~~for these students shall not exceed the amount of per pupil local~~
29 ~~funding.~~

30 (3) ~~Persons of school age who reside on a military or naval reservation~~
31 ~~located within the State and who are not domiciliaries of the State.~~
32 ~~Provided, however, that no person of school age residing on a military~~
33 ~~or naval reservation located within the State and who attends the~~
34 ~~public schools within the State may be charged tuition if federal funds~~
35 ~~designed to compensate for the impact on public schools of military~~
36 ~~dependent persons of school age are funded by the federal government~~
37 ~~at not less than fifty percent (50%) of the total per capita cost of~~
38 ~~education in the State, exclusive of capital outlay and debt service, for~~
39 ~~elementary or secondary pupils, as the case may be, of such school~~
40 ~~administrative unit.~~

41 (4) ~~Persons who are 21 years of age or older before the beginning of the~~
42 ~~school year in which they wish to enroll.~~

43 (a1) Local boards of education may admit but shall not charge tuition to persons
44 of school age who are not domiciliaries of the State whose attendance in the local

1 school administrative unit causes the unit to be eligible for federal impact aid in
2 accordance with Public Law 81-874. Children residing on Indian lands shall be admitted
3 in accordance with G.S. 115C-364.1(c)(3).

4 ~~—(b) The tuition charge for a student shall not exceed the amount of per pupil local~~
5 ~~funding.~~

6 ~~(c) The tuition required in this section shall be determined by local boards of~~
7 ~~education each August 1 prior to the beginning of a new school year. Persons subject to~~
8 ~~tuition charges shall be notified of the current local amount and the prior year's State~~
9 ~~amount as soon as possible but no later than that person's entering the school system.~~
10 ~~Persons subject to State tuition shall be notified of the current amount as soon as~~
11 ~~possible after the tenth school day of the current school year."~~

12 Sec. 6. G.S. 115C-366.2 is repealed.

13 Sec. 7. G.S. 115C-367 reads as rewritten:

14 **"§ 115C-367. Assignment on certain bases prohibited.**

15 No person shall be refused admission to or be excluded from any public school in
16 this State on account of race, creed, color or national origin. No school attendance
17 district or zone shall be drawn for the purpose of segregating persons of various races,
18 creeds, colors or national origins from the community.

19 Where local school administrative units have divided the geographic area into
20 attendance districts or zones, pupils shall be assigned to schools within such attendance
21 districts: Provided, however, that the board of education of a local school administrative
22 unit may assign any pupil to a school outside of such attendance district or zone in order
23 that such pupil may attend a school of a specialized kind including but not limited to a
24 vocational school or school operated for, or operating programs for, pupils mentally or
25 physically handicapped, or for any other reason which the board of education in its sole
26 discretion deems sufficient.

27 The provisions of ~~G.S. 115C-366(b), 115C-367 to 115C-370~~ this section, G.S. 115C-
28 364.1(e), G.S. 115C-368 to 115C-370 and 115C-116 shall not apply to a temporary
29 assignment due to the unsuitability of a school for its intended purpose nor to any
30 assignment or transfer necessitated by overcrowded conditions or other circumstances
31 which, in the sole discretion of the school board, require assignment or reassignment.

32 ~~The provisions of G.S. 115C-366(b), 115C-367 to 115C-370 and 115C-116 shall~~
33 ~~not apply to an application for the assignment or reassignment by the parent, guardian~~
34 ~~or person standing in loco parentis of any pupil or to any assignment made pursuant to a~~
35 ~~choice made by any pupil who is eligible to make such choice pursuant to the provisions~~
36 ~~of a freedom of choice plan voluntarily adopted by the board of education of a local~~
37 ~~school administrative unit."~~

38 Sec. 8. G.S. 115C-368 reads as rewritten:

39 **"§ 115C-368. Notice of assignment.**

40 In exercising the authority conferred by G.S. ~~115C-366(b)~~ 115C-364.1(e), each local
41 board of education may, in making assignments of pupils, give individual written notice
42 of assignment, on each pupil's report card or by written notice by any other feasible
43 means, to the parent or guardian of each child or the person standing **in loco parentis** to
44 the child, or may give notice of assignment of groups or categories of pupils by

1 publication at least two times in some newspaper having general circulation in the local
2 administrative unit."

3 Sec. 9. G.S. 115C-113.1 reads as rewritten:

4 **"§ 115C-113.1. Surrogate parents.**

5 In the case of a child whose parent or guardian is unknown, whose whereabouts
6 cannot be determined after reasonable investigation, or who is a ward of the State, the
7 local educational agency shall appoint a surrogate parent for the child. ~~The~~ An education
8 agent enrolling a child pursuant to G.S. 115C-364.1(c)(5) shall be named the surrogate
9 parent. In other cases the surrogate parent shall be appointed from a group of persons
10 approved by the Superintendent of Public Instruction and the Secretary of Human
11 Resources, but in no case shall the person appointed be an employee of the local
12 educational agency or directly involved in the education or care of the child. The
13 Superintendent shall ensure that local educational agencies appoint a surrogate parent
14 for every child in need of a surrogate parent."

15 Sec. 10. G.S. 115C-398 reads as rewritten:

16 **"§ 115C-398. Damage to school buildings, furnishings, textbooks.**

17 Students and their parents or legal guardians and an education agent designated in
18 accordance with G.S. 115C-364.1(c)(5) may be liable for damage to school buildings,
19 furnishings and textbooks pursuant to the provisions of G.S. 115C-523, 115C-100 and
20 14-132."

21 Sec. 11. Chapter 32A is amended by adding a new Article to read:

22 **"ARTICLE 4.**

23 **"EDUCATION POWERS OF ATTORNEY.**

24 **"§ 32A-30. General purpose of this section.**

25 The purpose of this Article is to establish the education power of attorney which
26 satisfies the requirements of G.S. 115C-364.1(c)(5).

27 **"§ 32A-31. Definitions.**

28 As used in this Article, unless the context clearly requires otherwise, the following
29 terms have the meanings specified:

- 30 (1) 'Educational decisions' means any decision concerning the instruction,
31 supervision, or service provided for the education of a principal's child
32 or ward including enrolling the child in school, responding to medical
33 emergencies occurring while the child is in attendance at school, and,
34 signing any school-related documents, including individual education
35 plans, report cards, and permission slips.
- 36 (2) 'Education agent' means the person appointed as an education attorney-
37 in-fact. The education agent shall meet the requirements of G.S. 115C-
38 364.1(c)(5).
- 39 (3) 'Education power of attorney' means the executed form set out in G.S.
40 32A-38. It is a written instrument, signed in the presence of two
41 qualified witnesses, and acknowledged before a notary public,
42 pursuant to which an attorney-in-fact or agent is appointed to act for
43 the principal by making educational decisions on behalf of the child of
44 the principal.

1 (4) 'Principal' means a parent or legal guardian with the legal authority and
2 responsibility to make educational decisions for a child in accordance
3 with G.S. 32A-32.

4 (5) 'Qualified witness' means a disinterested witness in whose presence the
5 principal has executed the education power of attorney, and who
6 believes the principal to be of sound mind.

7 (6) 'Child' means child or ward.

8 **"§ 32A-32. Who may make an education power of attorney that complies with G.S.**
9 **115C-364.1(c)(5).**

10 A parent or legal guardian with the legal authority and responsibility to make
11 educational decisions for a child may make an education power of attorney if (i) the
12 parent or legal guardian has no domicile or residence in this State, and, (ii) the child is
13 not suspended or expelled from a local school unit in this or any other State because the
14 child's continued presence in school constituted a clear threat to the safety and health of
15 other students or employees. Whenever possible, the parent or legal guardian making
16 the education power of attorney shall notify any other parent or guardian of the child.

17 **"§ 32A-33. Who may act as an education attorney-in-fact.**

18 Any competent person 18 years of age or older, who is domiciled in a school
19 administrative unit and who provides a home, care, control, supervision, and substantial
20 support for the child of the principal may act as an education agent. The education
21 agent's notarized acceptance of the agency shall be included in an education power of
22 attorney.

23 **"§ 32A-34. Extent of authority; limitations of authority.**

24 (a) A principal, pursuant to an education power of attorney, shall grant to the
25 education agent full power and authority to make education decisions to the same extent
26 that the principal could make those decisions for his or her child, including, without
27 limitation, the power to enroll the child in school, approve an individual education plan,
28 sign report cards, respond to medical emergencies regarding injuries occurring while the
29 child is in attendance at school, and, grant permission to attend school functions and
30 outings.

31 (b) The powers and authority granted to the education agent pursuant to an
32 education power of attorney shall be limited to the matters addressed in it and shall not
33 confer any power or authority with respect to the property or financial affairs of the
34 principal.

35 **"§ 32A-35. Effectiveness and duration; revocation.**

36 (a) An education power of attorney shall become effective when signed by the
37 principal in accordance with this section. It shall be valid for no more than one year. It
38 may be revoked at any time by the principal.

39 (b) The principal may exercise such right of revocation by executing and
40 acknowledging an instrument of revocation, by executing and acknowledging a
41 subsequent education power of attorney, or in any other written manner by which the
42 principal is able to communicate his or her intent to revoke. Such revocation shall
43 become effective only upon written communication by the principal to each education

1 agent named in the revoked education power of attorney and to the school
2 administrative unit where the child named in the power of attorney attends school.

3 **"§ 32A-36. Relation of the education agent to a court-appointed fiduciary and to a**
4 **general attorney-in-fact.**

5 (a) If, following the execution of an education power of attorney, a court of
6 competent jurisdiction appoints a guardian of the person of the principal or a general
7 guardian with powers over the person of the principal, the education power of attorney
8 shall cease to be effective upon the appointment and qualification of the guardian. If,
9 following the execution of an education power of attorney, a court of competent
10 jurisdiction appoints a guardian of the person of the principal's child, or a general
11 guardian with powers over the person of the principal's child, the education power of
12 attorney shall cease to be effective upon the appointment and qualification of the
13 guardian.

14 (b) The execution of an education power of attorney shall not revoke, restrict, or
15 otherwise affect any powers granted by the principal to an attorney-in-fact pursuant to a
16 general power of attorney; provided that the powers granted to the education agent with
17 respect to the education of the principal's child shall be superior to any similar powers
18 granted by the principal to an attorney-in-fact under a general power of attorney.

19 **"§ 32A-37. Reliance on education power of attorney; defense.**

20 (a) Any education provider involved in the education of the principal's child may
21 rely upon the authority of the education agent contained in a signed and acknowledged
22 education power of attorney in the absence of actual knowledge of revocation of the
23 education power of attorney.

24 (b) Any education provider relying in good faith on the authority of an education
25 agent shall be protected to the full extent of the power conferred upon the education
26 agent, and no person so relying on the authority of the education agent shall be liable,
27 by reason of his or her reliance, for actions taken pursuant to a decision of the education
28 agent.

29 (c) An education power of attorney may be combined with or incorporated into a
30 general power of attorney which is executed in accordance with the requirements of this
31 Article. Only the education power of attorney form set out in G.S. 32A-38 signed and
32 witnessed in accordance with this Article shall meet the requirements of G.S. 115C-
33 364.1(c)(5).

34 **"§ 32A-38. Statutory form education power of attorney.**

35 The use of the following form in the creation of an education power of attorney is
36 lawful and, when used, it shall meet the requirements of and be construed in accordance
37 with the provisions of this Article:

38 (Notice: Use of this form in the creation of an education power of attorney is the
39 exclusive method of creating a power of attorney in accordance with G.S. 115C-
40 364.1(c)(5).

41 This document gives the person you designate your education agent broad powers to
42 make education decisions for your child. Because the powers granted by this document
43 are broad and sweeping, you should discuss your wishes concerning your child's
44 education with your education agent.

1 1. Designation of education agent.

2 I,....., being of sound mind and with the legal authority to make
3 educational decisions for.....(name of child),

4 hereby appoint:

5 Name:.....

6 Home Address:.....

7 Home Telephone Number:.....

8 Work Telephone Number:.....

9 as my education attorney-in-fact (herein referred to as my 'education agent') to act for
10 me and in my name (in any way I could act in person) to make education decisions for
11 my child as authorized in this document.

12 2. Effectiveness of appointment.

13 (Notice: This education power of attorney may be revoked by you at any time in any
14 written manner by which you are able to communicate your intent to revoke to your
15 education agent and your child's school administrative unit.)

16 Absent revocation, the authority granted in this document shall be effective for one
17 year.

18 3. General statement of authority granted.

19 Except as indicated in section 4 below, I hereby grant to my education agent named
20 above full power and authority to make decisions regarding the education, care, control,
21 and supervision of my child. Educational decisions on behalf of my child shall include
22 enrolling my child in school, responding to medical emergencies regarding injuries
23 occurring while the child is in attendance at school, and, signing any school-related
24 documents including individual education plans, report cards, and permission slips.

25 My education agent may take any lawful actions that may be necessary to carry out
26 these decisions, including the granting of releases of liability to service providers.

27 4. Reliance of third parties on education agent.

28 A. No person who relies in good faith upon the authority of or any
29 representations by my education agent shall be liable to me, my estate,
30 my heirs, successors, assigns, or personal representatives, for actions
31 or omissions by my education agent.

32 B. The powers conferred on my education agent by this document may be
33 exercised by my education agent alone, and my education agent's
34 signature or act under the authority granted in this document may be
35 accepted by persons as fully authorized by me and with the same force
36 and effect as if I were personally present, competent, and acting on my
37 own behalf. All acts performed in good faith by my education agent
38 pursuant to this power of attorney are done with my consent and shall
39 have the same validity and effect as if I were present and exercised the
40 powers myself, and shall inure to the benefit of and bind me, my
41 estate, my heirs, successors, assigns, and personal representatives.

42 5. Miscellaneous provisions.

43 A. I revoke any prior education power of attorney executed in accordance
44 with this Article.

1 B. My education agent shall be entitled to sign, execute, deliver, and
2 acknowledge any contract or other document that may be necessary,
3 desirable, convenient, or proper in order to exercise and carry out any
4 of the powers described in this document. However, under no
5 circumstances shall my education agent have any authority over my
6 property or financial affairs.

7 C. My education agent and my education agent's estate, heirs, successors,
8 and assigns are hereby released and forever discharged by me, my
9 estate, my heirs, successors, and assigns and personal representatives
10 from all liability and from all claims or demands of all kinds arising
11 out of the acts or omissions of my education agent pursuant to this
12 document, except for willful misconduct or gross negligence.

13 6. Signature of principal.

14 By signing here, I indicate that I am mentally alert and competent, fully informed as
15 to the contents of this document, and understand the full import of this grant of powers
16 to my education agent.

17 _____
18 _____
19 Signature of Principal Date

20
21 7. Signatures of Witnesses.

22 I hereby state that the Principal, _____, being of sound mind, signed the
23 foregoing education power of attorney in my presence.

24 Witness: _____ Date: _____

25
26 Witness: _____ Date: _____

27
28 STATE OF NORTH CAROLINA

29
30 COUNTY OF _____

31
32 **CERTIFICATE**

33
34 I, _____, a Notary Public for _____, hereby certify
35 that _____ appeared before me and swore to me and to the witnesses in my presence
36 that this instrument is an education power of attorney, and that he/she willingly and
37 voluntarily made and executed it as his/her free act and deed for the purposes expressed
38 in it.

39 I further certify that _____ and _____, witnesses, appeared before me and
40 swore that they witnessed _____ sign the attached education power of attorney,
41 believing him/her to be of sound mind. I further certify that I am satisfied as to the
42 genuineness and due execution of the instrument.

43 This the _____ day of _____, 19 _____

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Notary Public

My Commission Expires:

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8. Acceptance by Education Agent.

I,....., agree to act as education agent for, pursuant to this education power of attorney. I understand that as education agent I shall make education decisions for the principal's child, be responsible for responding to medical emergencies regarding injuries occurring while the child is in attendance at school, and, in addition to the child's parent or legal guardian, I may be liable for damage to school buildings, furnishings, and textbooks caused by the principal's child.

This the.....day of....., 19.....

.....

STATE OF NORTH CAROLINA

COUNTY OF.....

CERTIFICATE

I,....., a Notary Public for....., hereby certify that.....appeared before me and swore to me that he/she agreed to act as education agent pursuant to this power of attorney, and that he/she willingly and voluntarily accepted that agency.

This the.....day of....., 19.....

.....

Notary Public

My Commission Expires:

.....

(A copy of this form should be given to your education agent named in this power of attorney, and to your child's school administrative unit.)"

Sec. 12. Subdivision (9) of G.S. 32A-2 reads as rewritten:

"(9) Personal Relationships and Affairs. – To do all acts necessary for maintaining the customary standard of living of the principal, the spouse and children, and other dependents of the principal; to provide medical, dental and surgical care, hospitalization and custodial care for the principal, the spouse, and children, and other dependents of the principal; to continue whatever provision has been made by the principal, for the principal, the spouse, and children, and other dependents of the principal, with respect to automobiles, or other means of transportation; to continue whatever charge accounts have

1 been operated by the principal, for the convenience of the principal,
2 the spouse, and children, and other dependents of the principal, to open
3 such new accounts as the attorney-in-fact shall think to be desirable for
4 the accomplishment of any of the purposes enumerated in this section,
5 and to pay the items charged on such accounts by any person
6 authorized or permitted by the principal or the attorney-in-fact to make
7 such charges; to continue the discharge of any services or duties
8 assumed by the principal, to any parent, relative or friend of the
9 principal; to continue payments incidental to the membership or
10 affiliation of the principal in any church, club, society, order or other
11 organization, or to continue contributions thereto.

12 In the event the attorney-in-fact named pursuant to G.S. 32A-1
13 makes a decision regarding the health care of the principal that is
14 contradictory to a decision made by a health care agent appointed
15 pursuant to Article 3 of this Chapter, the decision of the health care
16 agent shall overrule the decision of the attorney-in-fact.

17 In the event the attorney-in-fact named pursuant to G.S. 32A-1
18 makes a decision regarding the education of a child of the principal
19 that is contradictory to a decision made by an education agent
20 appointed pursuant to Article 4 of this Chapter, the decision of the
21 education agent shall overrule the decision of the attorney-in-fact."

22 Sec. 13. The State Board of Education shall promulgate rules to administer
23 this act, and in particular Section 5 of this act, no later than October 1, 1993.

24 Sec. 14. The Department of Public Instruction shall report to the Joint
25 Legislative Education Oversight Committee on January 15, 1994, and every year
26 thereafter on how Section 5 of this act is being administered and on the number of
27 students that fall into each of the categories of students enrolled in the public schools in
28 accordance with Sections 2 and 5 of this act.

29 Sec. 15. This act becomes effective July 30, 1993.