

GENERAL ASSEMBLY OF NORTH CAROLINA

SESSION 1993

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HOUSE BILL 49\*  
Committee Substitute Favorable 3/3/93

Short Title: K-12 Residence Clarification.

(Public)

Sponsors:

Referred to:

February 4, 1993

A BILL TO BE ENTITLED

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

The General Assembly of North Carolina enacts:

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

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

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

1 of the county having on file the record of the birth of such child, or other satisfactory  
2 evidence of date of birth."

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

5 **"§ 115C-364.1. Eligibility to attend public schools; school assignment.**

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

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

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

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

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

- 40 (1) Persons under the care, custody, control, and supervision of an  
41 institution established, operated, or incorporated for the purpose of  
42 rearing and caring for children who do not live with their parents. This  
43 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 federal property located in the State with a parent,  
5 guardian, or custodian who is employed on federal property, or  
6 assigned to active duty in the uniformed services.
- 7           (4) Persons residing on Indian lands located in the State with a parent,  
8 guardian, or custodian.
- 9           (5) Persons living with a parent, guardian, or custodian who is a migrant  
10 agricultural worker as defined in G.S. 130A-417(2).
- 11           (6) Persons having no domicile in this State and living with a designated  
12 education agent. For purposes of this section, an 'education agent' is a  
13 domiciliary of the school unit who provides care, control, supervision,  
14 and substantial support for the person, and is designated in an  
15 education power of attorney or a notarized affidavit. In accordance  
16 with G.S. 115C-398, a designated education agent may be liable for  
17 damages caused by persons admitted to the local school unit in  
18 accordance with this subdivision. Local boards shall require persons  
19 admitted under this subdivision to provide, on a yearly basis:
- 20           a. An education power of attorney in accordance with Article 4 of  
21 Chapter 32A; or
- 22           b. A notarized affidavit as set out in G.S. 115C-364.2 by the  
23 person enrolling the child if a child's parents, guardian, or  
24 custodian is unknown or cannot be found after reasonable  
25 investigation, or is unwilling or unable to sign an education  
26 power of attorney due to death, serious illness, incarceration, or  
27 abandonment of the child. The local school board shall notify  
28 the county office of social services of any child admitted in  
29 accordance with this subdivision.

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

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

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

(f) A student domiciled in one local school administrative unit may be assigned either with or without the payment of tuition to a public school in another local school administrative unit upon the terms and conditions agreed to in writing between the local boards of education involved and entered in the official records of the boards. The assignment shall be effective only for the current school year, but may be renewed annually in the discretion of the boards involved. The assignment of students living in one local school administrative unit or district to a school located in another local school administrative unit or district shall have no effect upon the right of the local school administrative unit or district to which the students are assigned to levy and collect any supplemental tax heretofore or hereafter voted in that local school administrative unit or district.

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

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

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

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

The use of the following form meets the requirements of G.S. 115C-364.1(c)(6):

STATE OF NORTH CAROLINA  
COUNTY OF.....

EDUCATION AGENT AFFIDAVIT  
G.S. 115C-364.1(c)(6)  
G.S. 115C-364.2

The undersigned affiant, being first duly sworn, says that:

1. I am domiciled in.....County.

2.

.....  
.....  
.....  
.....  
.....  
.....  
.....

\_\_\_\_\_ name of child

\_\_\_\_\_ date of birth

1 actually lives with me other than to attend school or to participate in  
2 school athletics; has no domicile in this State; and has neither been  
3 removed from school for cause, nor obtained a high school diploma;  
4 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. In accordance with G.S. 115C-398, I understand that  
27 I may be liable for damage to school property caused by the child.

28  
29  
30 SWORN TO AND SUBSCRIBED TO BEFORE ME

31 Date:.....

32  
33 Signature:.....

34  
35 Title of person authorized to administer oaths:.....

36  
37 Date:.....

38  
39 Signature of Affiant:.....

40  
41 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. 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 ~~—(b) The tuition charge for a student shall not exceed the amount of per pupil local~~  
44 ~~funding.~~

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

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

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

9 **"§ 115C-367. Assignment on certain bases prohibited.**

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

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

22 The provisions of ~~G.S. 115C-366(b), 115C-367 to 115C-370~~ this section, G.S. 115C-  
23 364.1(e), G.S. 115C-368 to 115C-370 and 115C-116 shall not apply to a temporary  
24 assignment due to the unsuitability of a school for its intended purpose nor to any  
25 assignment or transfer necessitated by overcrowded conditions or other circumstances  
26 which, in the sole discretion of the school board, require assignment or reassignment.

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

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

34 **"§ 115C-368. Notice of assignment.**

35 In exercising the authority conferred by G.S. ~~115C-366(b)~~ 115C-364.1(e), each local  
36 board of education may, in making assignments of pupils, give individual written notice  
37 of assignment, on each pupil's report card or by written notice by any other feasible  
38 means, to the parent or guardian of each child or the person standing **in loco parentis** to  
39 the child, or may give notice of assignment of groups or categories of pupils by  
40 publication at least two times in some newspaper having general circulation in the local  
41 administrative unit."

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

43 **"§ 115C-113.1. Surrogate parents.**

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

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

12 **"§ 115C-398. Damage to school buildings, furnishings, textbooks.**

13 Students and their parents or legal guardians and an education agent designated in  
14 accordance with G.S. 115C-364.1(c)(6) may be liable for damage to school buildings,  
15 furnishings and textbooks pursuant to the provisions of G.S. 115C-523, 115C-100 and  
16 14-132."

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

18 **"ARTICLE 4.**

19 **"EDUCATION POWERS OF ATTORNEY.**

20 **"§ 32A-30. General purpose of this section.**

21 The purpose of this Article is to establish the education power of attorney which  
22 satisfies the requirements of G.S. 115C-364.1(c)(6).

23 **"§ 32A-31. Definitions.**

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

- 26 (1) 'Educational decisions' means any decision concerning the instruction,  
27 supervision, or service provided for the education of a principal's child  
28 including enrolling the child in school and signing any school-related  
29 documents, including individual education plans, report cards, and  
30 permission slips.
- 31 (2) 'Education agent' means the person appointed as an education attorney-  
32 in-fact. The education agent shall meet the requirements of G.S. 115C-  
33 364.1(c)(6).
- 34 (3) 'Education power of attorney' means the executed form set out in G.S.  
35 32A-38. It is a written instrument, signed in the presence of two  
36 qualified witnesses, and acknowledged before a notary public,  
37 pursuant to which an attorney-in-fact or agent is appointed to act for  
38 the principal in matters relating to the education of a child of the  
39 principal.
- 40 (4) 'Principal' means the parent or legal guardian with the legal authority  
41 and responsibility to make educational decisions for a child making the  
42 education power of attorney.



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

4 **"§ 32A-32. Who may make an education power of attorney.**

5           Any parent or legal guardian with the legal authority and responsibility to make  
6           educational decisions for a child may make an education power of attorney. Whenever  
7           possible, the parent or legal guardian making the education power of attorney shall  
8           notify any other parent or guardian of the child. Only the parent or legal guardian of a  
9           child having no domicile in this State shall be eligible to make an education power of  
10          attorney that complies with G.S. 115C-364.1(c)(6).

11 **"§ 32A-33. Who may act as an education attorney-in-fact.**

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

17 **"§ 32A-34. Extent of authority; limitations of authority.**

18          (a) A principal, pursuant to an education power of attorney, may grant to the  
19          education agent full power and authority to make education decisions to the same extent  
20          that the principal could make those decisions for his or her child, including, without  
21          limitation, the power to enroll the child in school, approve an individual education plan,  
22          sign report cards, and grant permission to attend school functions and outings.

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

27 **"§ 32A-35. Effectiveness and duration; revocation.**

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

31          (b) The principal may exercise such right of revocation by executing and  
32          acknowledging an instrument of revocation, by executing and acknowledging a  
33          subsequent education power of attorney, or in any other written manner by which the  
34          principal is able to communicate his or her intent to revoke. Such revocation shall  
35          become effective only upon written communication by the principal to each education  
36          agent named in the revoked education power of attorney and to the school  
37          administrative unit where the child named in the power of attorney attends school.

38 **"§ 32A-36. Relation of the education agent to a court-appointed fiduciary and to a**  
39          **general attorney-in-fact.**

40          (a) If, following the execution of an education power of attorney, a court of  
41          competent jurisdiction appoints a guardian of the person of the principal or a general  
42          guardian with powers over the person of the principal, the education power of attorney  
43          shall cease to be effective upon the appointment and qualification of the guardian. If,  
44          following the execution of an education power of attorney, a court of competent

1 jurisdiction appoints a guardian of the person of the principal's child, or a general  
2 guardian with powers over the person of the principal's child, the education power of  
3 attorney shall cease to be effective upon the appointment and qualification of the  
4 guardian.

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

10 **"§ 32A-37. Reliance on education power of attorney; defense.**

11 (a) Any education provider involved in the education of the principal's child may  
12 rely upon the authority of the education agent contained in a signed and acknowledged  
13 education power of attorney in the absence of actual knowledge of revocation of the  
14 education power of attorney.

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

20 (c) An education power of attorney may be combined with or incorporated into a  
21 general power of attorney which is executed in accordance with the requirements of this  
22 Article. Provided that only the form education power of attorney set out in G.S. 32A-38  
23 signed and witnessed in accordance with this Article shall meet the requirements of G.S.  
24 115C-364.1(c)(6).

25 **"§ 32A-38. Statutory form education power of attorney.**

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

29 '(Notice: Use of this form in the creation of an education power of attorney is the  
30 exclusive method of creating a power of attorney in accordance with G.S. 115C-  
31 364.1(c)(6).

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

36 1. Designation of education agent.

37 I,....., being of sound mind and with the legal authority to make  
38 educational decisions for.....(name of child),  
39 hereby appoint:

40 Name:.....

41 Home Address:.....

42 Home Telephone Number:.....

43 Work Telephone Number:.....

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

4 If the person named as my education agent is unable or unwilling to act as my agent,  
5 then I appoint the following person to serve in that capacity: (Optional)

6 Name:.....

7 Home Address:.....

8 Home Telephone Number:.....

9 Work Telephone Number:.....

10 My successor education agent designated shall be vested with the same power and  
11 duties as if originally named as my education agent.

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 and signing any school-related documents including  
23 individual education plans, report cards, and permission slips.

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

26 4. Special provisions and limitations.

27 (Notice: The above grant of power is intended to be as broad as possible so that your  
28 education agent will have authority to make any decisions you could make to obtain or  
29 terminate any type of education services for your child. If you wish to limit the scope of  
30 your education agent's powers, you may do so in this section.)

31 In exercising the authority to make education decisions for my child on my behalf,  
32 the authority of my education agent is subject to the following special provisions and  
33 limitations (Here you may include any specific limitations you deem appropriate.):

34 .....

35 .....

36 .....

37 .....

38 .....

39 .....

40 .....

41 .....

42 5. Reliance of third parties on education agent.

43 A. No person who relies in good faith upon the authority of or any  
44 representations by my education agent shall be liable to me, my estate,

my heirs, successors, assigns, or personal representatives, for actions or omissions by my education agent.

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

6. Miscellaneous provisions.

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

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

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

7. Signature of principal.

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

..... Signature of Principal Date .....

8. Signatures of Witnesses.

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

Witness:.....Date:.....

Witness:.....Date:.....

9. 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

1 education decisions for the principal's child and in additional to the child's parent or  
2 legal guardian, I may be liable for damage to school buildings, furnishings, and  
3 textbooks caused by the principal's child.

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

5  
6 .....

7  
8 10. Acceptance by alternate Education Agent (Optional).

9 I,....., agree to act as education agent for ....., pursuant to  
10 this education power of attorney. I understand that as education agent I shall make  
11 education decisions for the principal's child and I may be liable for damage to school  
12 buildings, furnishings, and textbooks caused by the principal's child.

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

14  
15 .....

16  
17 STATE OF NORTH CAROLINA

18  
19 COUNTY OF.....

20  
21 **CERTIFICATE**

22  
23 I,....., a Notary Public for....., hereby certify  
24 that.....appeared before me and swore to me and to the witnesses in my presence  
25 that this instrument is an education power of attorney, and that he/she willingly and  
26 voluntarily made and executed it as his/her free act and deed for the purposes expressed  
27 in it.

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

32 I further certify that ..... appeared before me and swore to me  
33 that he/she agreed to act as education agent pursuant to this power of attorney, and that  
34 he/she willingly and voluntarily accepted that agency.

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

36  
37 .....  
38 Notary Public

39  
40 My Commission Expires:

41 .....

42  
43 (A copy of this form should be given to your education agent and any alternate  
44 named in this power of attorney, and to your child's school administrative unit.)"

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

2           "(9) Personal Relationships and Affairs. – To do all acts necessary for  
3           maintaining the customary standard of living of the principal, the  
4           spouse and children, and other dependents of the principal; to provide  
5           medical, dental and surgical care, hospitalization and custodial care for  
6           the principal, the spouse, and children, and other dependents of the  
7           principal; to continue whatever provision has been made by the  
8           principal, for the principal, the spouse, and children, and other  
9           dependents of the principal, with respect to automobiles, or other  
10          means of transportation; to continue whatever charge accounts have  
11          been operated by the principal, for the convenience of the principal,  
12          the spouse, and children, and other dependents of the principal, to open  
13          such new accounts as the attorney-in-fact shall think to be desirable for  
14          the accomplishment of any of the purposes enumerated in this section,  
15          and to pay the items charged on such accounts by any person  
16          authorized or permitted by the principal or the attorney-in-fact to make  
17          such charges; to continue the discharge of any services or duties  
18          assumed by the principal, to any parent, relative or friend of the  
19          principal; to continue payments incidental to the membership or  
20          affiliation of the principal in any church, club, society, order or other  
21          organization, or to continue contributions thereto.

22                 In the event the attorney-in-fact named pursuant to G.S. 32A-1  
23                 makes a decision regarding the health care of the principal that is  
24                 contradictory to a decision made by a health care agent appointed  
25                 pursuant to Article 3 of this Chapter, the decision of the health care  
26                 agent shall overrule the decision of the attorney-in-fact.

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

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

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

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