

Wisconsin Emergency Family Planning Toolkit for Families At Risk of Separation V4.1



www.forwardlatino.org
(833)LAT-INO1





Letter of Support & Toolkit Overview

Dear Community Member,

Forward Latino is pleased to share this **Family Planning Toolkit** with you during this challenging time for our community. Forward Latino is here to support you and your family.



As a national organization with members and affiliates across 29 states, we have seen firsthand the stress and uncertainty many families are experiencing. This toolkit was created to help families prepare for the possibility of detention or separation, and to ensure everyone understands and can exercise their constitutional rights.

This toolkit includes:

1. Family Planning To-Do List

A checklist of important steps that families at risk should complete in advance of any possible separation or detention.

2. What to Do If Detained & How to Locate a Loved One in Detention

Practical guidance to help you preserve your rights, protect your loved ones, and locate family members if detention occurs, without increasing risk to yourself or others.

3. Removal/Deportation Defense Attorney Referral List

A list of qualified and ethical immigration attorneys Forward Latino has worked with who provide removal/deportation defense services.

4. Constitutional Rights Cards (English/Spanish)

Bilingual, fold-over wallet cards that explain your rights and can be shown to immigration officials to help you assert your protections under the U.S. Constitution.

5. Power of Attorney (PoA) for Finance & Property

A legal document that allows you to name a trusted person as your agent to manage your financial and property matters if you are unable to do so.

6. Power of Attorney for Delegating Parental Power

A legal document that allows you to temporarily name a trusted adult as your agent to care for and make legal decisions regarding your child's welfare if you are separated for an extended period of time.

We strongly encourage every family at risk of separation to review this toolkit carefully and complete the recommended steps as soon as possible. Please note: this toolkit is meant to help you prepare, but it does not replace legal advice. We still recommend speaking with an immigration attorney and/or family planning attorney about your specific situation.

If you have questions or need assistance, please contact Forward Latino at **(833) LAT-INO1** or visit www.forwardlatino.org.

Thank you, and God bless.

Darryl D. Morin
National President



Family Planning To-Do List

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The following is a list of tasks all individuals at risk of separation from their family should complete immediately.

1. Establish your emergency contact and create a family plan

- Your Emergency Contact should be someone lawfully present in the United States if possible, has a mobile phone and is readily available 24 hours a day.
- Your family plan should detail actions your family should take should separation occur.

2. Organize all your immigration-related documents

- Organize all of your documents, including your visa, passport, green card, birth certificate, work permits, and any other immigration related papers.
- Keep copies of all your documents in a safe place and share copies with your immigration attorney.

3. Establish a relationship with a licensed immigration attorney that provides removal defense services.

- Review your immigration situation to determine if there is a pathway to legalization.
- Review methods to contact attorney should separation occur after hours.
- Review your legal rights.
- Provide copies of your immigration-related documents
- Memorize your immigration attorney's phone number as mobile phones are frequently removed from individuals in detention.

4. Establish a Power of Attorney(s) to manage your personal affairs.

- A Power of Attorney for Finance & Property will allow your agent to make decision on your behalf as detailed in the form. A Wisconsin PoA for Finance & Property is included in this toolkit.
- A Power of Attorney for Delegating Parental Power will allow your agent to make decisions for your children as detailed in the form. A Wisconsin PoA for Delegating Parental Power is included in this toolkit.
- Agents must be 18 years or older and competent. It is recommended that they be lawfully present in the United States.
- While Power of Attorney forms do not need to be notarized, we recommend doing so if possible.

5. Avoid Criminal Activity and contact with those engaged in criminal activity.

- Adhere to all laws and avoid any actions or individuals engaged in such actions that could lead to interactions with law enforcement. With recent changes, even minor offenses can impact your immigration status.
- If arrested for a crime, consult with both your criminal and immigration attorneys before accepting any plea deals or signing any legal agreements as it might impact your immigration status.

6. Plan Financially

Ensure you have access to funds to cover legal fees, possible bonds and fines, and other expenses related to your case. Consider setting up a separate savings account for these purposes.



What To Do If Detained & How to Locate A Loved One In Detention

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What to do if you are detained:

1. Stay calm and follow instructions, but do not sign legal documents without having them reviewed by your attorney.
2. If you are lawfully present in the United States or are a citizen, notify the agents immediately.
3. Exercise your right to remain silent. You must however provide your name when asked.
4. You have the right to refuse to sign any form until it is reviewed by your immigration attorney.
5. Notify the officer immigration agent if you are the primary caregiver to a child or have a medical condition that requires medication or medical care, or are pregnant.
6. During detention processing and intake, write down the name and phone number of your case officer and your Alien Registration Number (A-Number). If you do not already have an A-number, you will be assigned one. Share this information with your Emergency Contact. It will assist them in locating you should you be moved to a different detention facility.
7. Do not lie or give false information as this could be a criminal act and/or worsen your situation.
8. Officials are required to allow you to call a family member or attorney. If they do not offer this, it is your right to ask for your call. Please remember calls between you and your attorney are privileged, however any calls to family members or friends are not and information from those conversations can be used against you.
9. Contact your Emergency Contact and provide them the name and phone number for your case officer and your A-Number.
10. If you are afraid to return to your home country, say so loudly and clearly to every agent you see. If you do not say you are scared, they may deport you without giving you a chance to see a judge or ask for asylum.

What to do if a family member is detained:

1. Notify the detainee's immigration attorney and consulate immediately.
2. Implement your family plan
3. If the detainee has been moved, there are two main ways to locate them.
 - Online option: Go to <https://locator.ice.gov/odls/#/search>
 - Phone option (limited hours): Call (888)351-4024
- 4. To find immigration court information, go to: <https://acis.eoir.justice.gov/en/>
- 5. You can check for outstanding removal orders or prior deportations by an immigration judge at: <https://acis.eoir.justice.gov/en/>



Wisconsin:

Immigration Removal/Deportation Defense Referral List

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NO COST OR REDUCED LEGAL FEES FOR INDIVIDUALS **(ELIGIBILITY REQUIREMENTS APPLY)**

Catholic Charities of Milwaukee

3501 S. Lake Drive

St. Francis, WI 53235

Services: Family-based immigration, citizenship, religious worker, deportation defense and humanitarian relief.

(414)643-8570

<https://www.ccmke.org/RIS>

Community Immigration Law Clinic

Christ Presbyterian Church

944 E Gorham St,

Madison, WI 53703

(608)242-6260

<https://www.cilcmadison.org/>

Services: Deportation/Removal Defense

PRIVATE ATTORNEYS FOR INDIVIDUALS:

Oulahan Immigration Law, S.C.

2514 S. 102nd Street, Suite 250, West Allis, WI 53227

(414) 501-3963 <https://www.oulahanimmigration.com/>

Services: Family-based immigration, deportation defense, naturalization, U visas, VAWA, asylum, deferred action/DACA, post-conviction relief, & immigration consequences of criminal convictions.

Layde & Parra, S.C.

6737 W. Washington St. #1111, West Allis, WI 53214

(414) 488-1200 <https://laydeimmigration.com/>

Services: Family-based immigration, deportation defense, humanitarian relief, asylum & visas

Fernandez, Chadwick & Crouse

3920 W. National Avenue, Milwaukee, WI 53215

(414) 643-5676 <https://www.fccimmigrationlaw.com/>

Services: Family-based immigration, removal defense, asylum, Deferred Action for Childhood Arrivals/DACA, humanitarian relief, U visas, Temporary Protected Status, & applications for victims of domestic violence.

Odrsic Law Group, LLC

5555 N. Port Washington Road, Suite 201, Milwaukee, WI 53227

(414) 249-3720 <https://djovisa.com/>

Services: Family-based immigration, federal litigation, removal defense, asylum, post-conviction relief, humanitarian relief.

Christopher & De Leon

2013 14th Avenue, South Milwaukee, WI 53172

(414) 751-0051 <https://christopher-law.com/>

Services: Family immigration, criminal defense & removal defense

(Continued)



Wisconsin:

Immigration Removal/Deportation Defense Referral List

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PRIVATE ATTORNEYS FOR INDIVIDUALS (Continued):

Murrar Law, LLC

610 W. Lincoln Avenue, Suite 2B, Milwaukee, WI 53215

(414) 519-6882

<https://murrarlaw.com/>

Services: Family-based immigration, asylum, humanitarian relief & removal defense

Straub Immigration, LLC

250 E. Wisconsin Avenue, #810

Milwaukee, WI 53202

(414) 224-8472 <https://www.straubimmigration.com/>

Services: Family-based immigration, asylum, visas & removal defense

Sesini Law Group, S.C.

234 W. Florida Street, Suite 211, Milwaukee, WI 53204

(414) 224-8080 <https://www.sesinilaw.com/>

Services: Family-based immigration, federal litigation, asylum, DACA, visas & removal defense

ATTORNEYS FOR EMPLOYERS:

Michael Best & Friedrich LLP (For Employers)

790 N. Water Street, Suite 2500, Milwaukee, WI 53202

(414) 271-6560 <https://www.michaelbest.com/>

Services: Employer sponsored work visas (H-1B, TN, L-1, O-1, J-1 & R-1), Green Cards for all categories of EB-1, EB-2, EB-3, Work Visa & Green Card Issue Resolution, I-9 Compliance, Policy Creation, Training, ICE negotiations & social security mismatch issues.



Constitutional Rights Cards for Citizens & Immigrants

V4.1



DERECHOS CONSTITUCIONALES

NO LE ABRA LA PUERTA a un agente de inmigración a menos que tenga una orden firmada por un juez. Si no es así, no abra la puerta.

NO CONTESTE NINGUNA PREGUNTA de un agente de inmigración si el trata de hablar con usted. Tiene derecho a permanecer en silencio o hablar con su abogado.

NO FIRME NADA sin antes hablar con un abogado. Usted tiene el derecho de hablar con un abogado.

SI ESTÁ CONDUCIENDO Y LO DETIENEN, el oficial puede exigirle que muestre su licencia, el registro del vehículo y un comprobante de seguro, pero no tiene que responder preguntas sobre su estado migratorio.

SI USTED ESTÁ AFUERA DE SU CASA, pregunte al agente si es libre para irse y si dice que sí, váyase con tranquilidad.

Números de teléfono:

Abogado: _____ **Consulado:** _____

www.forwardlatinoespanol.org (833)LAT-INO1



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CONSTITUTIONAL RIGHTS

DO NOT OPEN THE DOOR if an immigration agent is knocking on the door unless they have a warrant signed by a judge. If they do not, do not open the door.

DO NOT ANSWER ANY QUESTIONS from an immigration agent if he tries to talk to you. You have the right to remain silent or talk to your attorney.

DO NOT SIGN ANYTHING without first talking to an attorney. You have the right to talk to an attorney.

IF YOU ARE DRIVING AND ARE STOPPED, the officer may require you to show your license, vehicle registration, and proof of insurance, but you do not have to answer questions about your immigration status.

IF YOU ARE OUTSIDE YOUR HOME, ask the agent if you are free to leave and if he or she says yes, leave quietly.

Phone Numbers:

Attorney: _____ **Consulate:** _____

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Power of Attorney for Finance & Property





State of Wisconsin
Department of Health Services

This Power of Attorney for Finances form allows you to plan for future financial decision-making even if you are unable to make your own decisions. More information is available to assist you in filling out this form¹. This form is not the answer for everyone. Only select someone you trust to be your agent. You may wish to consult with an attorney to explore other financial planning tools such as a Power of Attorney for Finances drafted by an attorney, or special accounts or trusts.

This is an important legal document. Do not sign it until you, and your chosen agent, understand the powers being granted. By signing this document, you are not giving up any powers or rights to control your finances or property. Instead, you are giving your agent, in addition to yourself, the authority to handle your finances and property. While it is not required that you sign this document in the presence of a notary, acknowledged signatures create a lawful presumption of genuineness and will be more easily accepted by businesses and financial institutions.

This document is effective immediately when executed unless you state a future date or occurrence that will activate the powers expressed in this form.

This Power of Attorney for Finances is “durable” (does not terminate upon the principal’s incapacity) unless you specifically state that it terminates if you become incapacitated.

If you name your spouse or domestic partner as your agent and the marriage or domestic partnership is terminated (annulment or divorce), this document becomes invalid unless the special instructions in this document state that such an action will not terminate the authority given to the agent.

If you used a former state Power of Attorney for Finances form, that form is still valid. Executing a new Power of Attorney for Finances does not, automatically, revoke a prior document.

If you wish to change this Power of Attorney for Finances in the future, you must complete a new document and revoke this one. You may revoke this document at any time; a suggested method is a written and dated statement expressing your intent to revoke this document. If you revoke this document, you should notify your agent and any other persons or entities that have a copy.

In general, an agent who is not the principal’s spouse or domestic partner may not use the principal’s property for the benefit of the agent or a person to whom the agent owes an obligation of support. Gifting to others is also generally not allowed².

Your agent is entitled to reasonable compensation unless you state otherwise in the special instructions. This document does not give your agent the power to make medical, long-term care or other health care decisions for you.

Once your Power of Attorney for Finances form is completed and signed, send a copy of this document to your financial contacts (e.g. your bank, stockbroker, mortgage company, insurance agent, etc.) Give a copy to your agent and alternate agents as well as to trustworthy family members and/or to your attorney. Finally place a copy in a safe place in your home along with a list of who has a copy of the document.

¹ Greater Wisconsin Agency on Aging Resources: Guardianship Support Center (www.gwaar.org)

² For more information on gifting, see Wis. Stats. §244.57

**WISCONSIN STATUTORY
POWER OF ATTORNEY FOR
FINANCES AND PROPERTY
IMPORTANT INFORMATION**

This Power of Attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the Uniform Power of Attorney for Finances and Property Act in Chapter 244 of the Wisconsin Statutes.

This Power of Attorney does not authorize the agent to make health-care decisions for you.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the Power of Attorney or the agent resigns or is unable to act for you.

↑
Recording Area (For Registrar's Office Use Only)

Name and Return Address*

Parcel Identification Number (if any)

*Include only if filing with County Registrar of Deeds

Your agent is entitled to reasonable compensation unless you state otherwise in the special instructions.

This form provides for designation of one agent. If you wish to name more than one agent, you may name a co-agent in the special instructions. Co-agents are not required to act together unless you include that requirement in the special instructions.

If your agent is unable or unwilling to act for you, your Power of Attorney will end unless you have named a successor agent. You may also name a 2nd successor agent.

This Power of Attorney becomes effective immediately unless you state otherwise in the special instructions. This Power of Attorney does not revoke any Power of Attorney executed previously unless you so provide in the special instructions.

If you revoke this Power of Attorney, you should notify your agent and any other person to whom you have given a copy. If your agent is your spouse or domestic partner and your marriage is annulled or you are divorced or legally separated or the domestic partnership is terminated after signing this document, the document is invalid.

If you have questions about the Power of Attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

DESIGNATION OF AGENT

I, _____ (name of principal), name the following person as my agent:

Name of agent: _____

Agent's address: _____

Agent's telephone number: _____

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of successor agent: _____

Successor agent's address: _____

Successor agent's telephone number: _____

If my successor agent is unable or unwilling to act for me, I name as my 2nd successor agent:

Name of 2nd successor agent: _____

Second successor agent's address: _____

Second successor agent's telephone number: _____

GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined (see Appendix) in the Uniform Power of Attorney for Finances and Property Act in chapter 244 of the Wisconsin statutes:

(INITIAL each subject you want to include in the agent's general authority.)

<input type="checkbox"/>	Real property
<input type="checkbox"/>	Tangible personal property
<input type="checkbox"/>	Digital property
<input type="checkbox"/>	Stocks and bonds
<input type="checkbox"/>	Commodities and options
<input type="checkbox"/>	Banks and other financial institutions
<input type="checkbox"/>	Operation of entity or business
<input type="checkbox"/>	Insurance and annuities
<input type="checkbox"/>	Estates, trusts, and other beneficial interests
<input type="checkbox"/>	Claims and litigation
<input type="checkbox"/>	Personal and family maintenance
<input type="checkbox"/>	Benefits from governmental programs or civil or military service
<input type="checkbox"/>	Retirement plans
<input type="checkbox"/>	Taxes

LIMITATION ON AGENT'S AUTHORITY

An agent who is not my spouse or domestic partner MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the special instructions.

SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions in the following space

EFFECTIVE DATE

This power of attorney is effective immediately unless I have stated otherwise in the special instructions.

NOMINATION OF GUARDIAN (OPTIONAL)

If it becomes necessary for a court to appoint a guardian of my estate or guardian of my person, I nominate the following person(s) for appointment:

Name of nominee for guardian of my estate: _____

Nominee's address: _____

Nominee's telephone number: _____

Name of nominee for guardian of my person: _____

Nominee's address: _____

Nominee's telephone number: _____

RELIANCE ON THIS POWER OF ATTORNEY FOR FINANCES AND PROPERTY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows that the power of attorney has been terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT

Your signature _____ Date _____

Your name printed _____

Your address: _____

Your telephone number: _____

State of: _____ County of: _____

This document was acknowledged before me on

Date _____ by name of principal _____

(Seal, if any)

Signature of notary _____

Name of notary (typed or printed) _____

My commission expires: _____

This document prepared by: _____

IMPORTANT INFORMATION FOR AGENT AGENT'S DUTIES

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the Power of Attorney is terminated or revoked. You must do all the following:

- (1) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest.
- (2) Act in good faith.
- (3) Do nothing beyond the authority granted in this Power of Attorney.
- (4) Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

_____ (principal's name) by _____ (your signature) as agent

Unless the special instructions in the Power of Attorney state otherwise, you must also do all the following:

- (1) Act loyally for the principal's benefit.
- (2) Avoid conflicts that would impair your ability to act in the principal's best interest.
- (3) Act with care, competence, and diligence.
- (4) Keep a record of all receipts, disbursements, and transactions made on behalf of the principal.
- (5) Cooperate with any person that has authority to make health-care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest.
- (6) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

TERMINATION OF AGENT'S AUTHORITY

You must stop acting on behalf of the principal if you learn of any event that terminates this Power of Attorney or your authority under this Power of Attorney. Events that terminate a Power of Attorney or your authority to act under a Power of Attorney include all the following:

- (1) Death of the principal
- (2) The principal's revocation of the Power of Attorney or your authority.
- (3) The occurrence of a termination event stated in the Power of Attorney.
- (4) The purpose of the Power of Attorney is fully accomplished.
- (5) If you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the special instructions in this Power of Attorney state that such an action will not terminate your authority.
- (6) If you are the principal's domestic partner and your domestic partnership is terminated, unless the special instructions in this Power of Attorney state that such an action will not terminate your authority.

LIABILITY OF AGENT

The meaning of the authority granted to you is defined in the Uniform Power of Attorney for Finances and Property Act in Chapter 244 of the Wisconsin Statutes. If you violate the Uniform Power of Attorney for Finances and Property Act in Chapter 244 of the Wisconsin Statutes or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.

OPTIONAL SIGNATURE OF AGENT

I have read and accept the duties and liabilities of the agent as specified in this Power of Attorney.

Agent's signature _____ Date _____

Attached:

- (1) Agent's certification as to the validity of Power of Attorney for Finances and Property and agent's authority (Optional).
- (2) Appendix: Power of Attorney for Finances and Property Statutory Authority Definitions (Optional).

The following optional form may be used by an agent to certify facts concerning a power of attorney for finances and property:

**AGENT'S CERTIFICATION AS TO THE VALIDITY OF
POWER OF ATTORNEY FOR FINANCES AND PROPERTY AND AGENT'S AUTHORITY**

State of: _____

County of: _____

I, _____ (name of agent), certify under penalty of perjury that
_____ (name of principal) granted me authority as an agent or
successor agent in a power of attorney dated _____ .

I further certify that to my knowledge:

- (1) The principal is alive and has not revoked the power of attorney or my authority to act under the power of attorney, and the power of attorney and my authority to act under the power of attorney have not terminated.
- (2) If the power of attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred.
- (3) If I was named as a successor agent, the prior agent is no longer able or willing to serve.
- (4) _____
(insert other relevant statements)

SIGNATURE AND ACKNOWLEDGMENT

Agent's signature _____ Date _____

Agent's name printed _____

Agent's address: _____

Agent's telephone number: _____

State of: _____ County of: _____

This document was acknowledged before me on

Date _____ by (name of agent) _____

(Seal, if any)

Signature of notary _____

Name of notary (typed or printed) _____

My commission expires: _____

This document prepared by: _____

APPENDIX
Power of Attorney for Finances and Property
Statutory Authority Definitions

244.44 Real property. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to real property authorizes the agent to do all of the following:

- (1) Demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property.
- (2) Sell; exchange; convey with or without covenants, representations, or warranties; quit claim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property.
- (3) Pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal.
- (4) Release, assign, satisfy, or enforce by any lawful means a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted.
- (5) Manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the principal, including by doing any of the following:
 - (a) Insuring against liability or casualty or other loss.
 - (b) Obtaining or regaining possession of or protecting the interest or right by litigation or otherwise.
 - (c) Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments.
 - (d) Purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real
- (6) Use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the principal has, or claims to have, an interest or right.
- (7) Participate in a reorganization with respect to real property or an entity that owns an interest in or right

incident to real property and receive, hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including by doing any of the following:

- (a) Selling or otherwise disposing of the stocks, bonds, or property.
- (b) Exercising or selling an option, right of conversion, or similar right with respect to the stocks, bonds, or property.
- (c) Exercising any voting rights in person or by proxy.
- (8) Change the form of title of an interest in or right incident to real property.
- (9) Dedicate to public use, with or without consideration, easements or other real property in which the principal has, or claims to have, an interest.

244.445 Digital property. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to digital property authorizes the agent, subject to s. 711.06 (1), to do all of the following:

- (1) Find, access, manage, protect, distribute, dispose of, transfer, transfer ownership rights in, or otherwise control digital devices, and any digital property stored thereon, with digital devices to include desktop, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device, either currently in existence or that may exist as technology develops.
- (2) Access, manage, distribute, delete, terminate, transfer, transfer ownership rights in, or otherwise control digital accounts, other than the content of electronic communications, as defined in s. 711.03 (6), with digital accounts to include bank or other financial institution accounts, electronic mail accounts, blogs, software licenses, social network accounts, social media accounts, file-sharing and storage accounts, financial management accounts, domain registration accounts, domain name service accounts, Web hosting accounts, tax preparation service accounts, online store accounts, and affiliated programs currently in existence or that may exist as technology develops.
- (3) Access, manage, distribute, delete, transfer, transfer ownership rights in, or otherwise control any digital property the principal may own or otherwise possess rights to, other than the content of electronic

communications, as defined in s. 711.03 (6), regardless of the ownership of the digital device on which the digital property is stored or the ownership of the digital account within which the digital property is stored.

244.45 Tangible personal property. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to tangible personal property authorizes the agent to do all of the following:

- (1) Demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property.
- (2) Sell; exchange; convey with or without covenants, representations, or warranties; quit claim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or otherwise dispose of tangible personal property or an interest in tangible personal property.
- (3) Grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal.
- (4) Release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the principal, with respect to tangible personal property or an interest in tangible personal property.
- (5) Manage or conserve tangible personal property or an interest in tangible personal property on behalf of the principal, including by doing any of the following:
 - (a) Insuring against liability or casualty or other loss.
 - (b) Obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise.
 - (c) Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments.
 - (d) Moving the property from place to place.
 - (e) Storing the property for hire or under a gratuitous bailment.
 - (f) Using and making repairs, alterations, or improvements to the property.
- (6) Change the form of title of an interest in tangible personal property.

244.46 Stocks and bonds. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to stocks and bonds authorizes the agent to do all of the following:

- (1) Buy, sell, and exchange stocks and bonds.
- (2) Establish, continue, modify, or terminate an account with respect to stocks and bonds.
- (3) Pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the principal.
- (4) Receive certificates and other evidences of ownership with respect to stocks and bonds.
- (5) Exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.
- (6) Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of stocks and bonds.
- (7) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party concerning stocks and bonds.

244.47 Commodities and options. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to commodities and options authorizes the agent to do all of the following:

- (1) Buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange.
- (2) Establish, continue, modify, and terminate option accounts.

244.48 Banks and other financial institutions. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to banks and other financial institutions authorizes the agent to do all of the following:

- (1) Continue, modify, and terminate an account or other banking arrangement made by or on behalf of the principal.

(2) Establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the agent.

(3) Contract for services available from a financial institution, including renting a safe deposit box or space in a vault.

(4) Withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution.

(5) Receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them.

(6) Enter a safe deposit box or vault and withdraw or add to the contents.

(7) Borrow money and pledge as security personal property of the principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal.

(8) Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to the principal or the principal's order; transfer money, receive the cash or other proceeds of those transactions; and accept a draft drawn by a person upon the principal and pay it when due.

(9) Receive for the principal and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument.

(10) Apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit.

(11) Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

244.49 Operation of entity or business. Subject to the terms of a document or an agreement governing an entity or business or an entity or business ownership interest, and unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to operation of an entity or business authorizes the agent to do all of the following:

(1) Operate, buy, sell, enlarge, reduce, or terminate an ownership interest.

(2) Perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that the principal has, may have, or claims to have.

(3) Enforce the terms of an ownership agreement.

(4) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party because of an ownership interest.

(5) Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of stocks and bonds.

(6) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party concerning stocks and bonds.

(7) With respect to an entity or business owned solely by the principal, do all of the following:

(a) Continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the principal with respect to the entity or business before execution of the power of attorney.

(b) Determine all of the following:

1. The location of its operation.

2. The nature and extent of its business.

3. The methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation.

4. The amount and types of insurance carried.

5. The mode of engaging, compensating, and dealing with its employees and accountants, attorneys, or other advisors.

(c) Change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business.

(d) Demand and receive money due or claimed by the principal or on the principal's behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business.

(8) Put additional capital into an entity or business in which the principal has an interest.

(9) Join in a plan of reorganization, consolidation,

conversion, interest exchange, domestication, or merger of the entity or business.

(10) Sell or liquidate all or part of an entity or business.

(11) Establish the value of an entity or business under a buy-out agreement to which the principal is a party.

(12) Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments.

(13) Pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect the principal from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

244.50 Insurance and annuities. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to insurance and annuities authorizes the agent to do all of the following:

(1) Continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the principal which insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract.

(2) Procure new, different, and additional contracts of insurance and annuities for the principal and the principal's spouse or domestic partner, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment.

(3) Pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the agent.

(4) Apply for and receive a loan secured by a contract of insurance or annuity.

(5) Surrender and receive the cash surrender value on a contract of insurance or annuity.

(6) Exercise an election.

(7) Exercise investment powers available under a contract of insurance or annuity.

(8) Change the manner of paying premiums on a contract of insurance or annuity.

(9) Change or convert the type of insurance or annuity with respect to which the principal has or claims to

have authority described in this section.

(10) Apply for and procure a benefit or assistance under a statute, rule, or regulation to guarantee or pay premiums of a contract of insurance on the life of the principal.

(11) Collect, sell, assign, hypothecate, borrow against, or pledge the interest of the principal in a contract of insurance or annuity.

(12) Select the form and timing of the payment of proceeds from a contract of insurance or annuity.

(13) Pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

244.51 Estates, trusts, and other beneficial

interests. (1) In this section, "estates, trusts, and other beneficial interests" means a trust, probate estate, guardianship, conservatorship, escrow, or custodianship or a fund from which the principal is, may become, or claims to be, entitled to a share or payment.

(2) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to estates, trusts, and other beneficial interests authorizes the agent to do all of the following:

(a) Accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from an estate, trust, or beneficial interest.

(b) Demand or obtain money or another thing of value to which the principal is, may become, or claims to be, entitled by reason of an estate, trust, or beneficial interest, by litigation or otherwise.

(c) Exercise for the benefit of the principal a presently exercisable general power of appointment held by the principal.

(d) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal.

(e) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary.

(f) Conserve, invest, disburse, or use anything received for an authorized purpose.

(g) Transfer an interest of the principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the principal as settlor.

(h) Sign a waiver or consent in a probate matter. (i)

Reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from an estate, trust, or beneficial interest.

244.52 Claims and litigation. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to claims and litigation authorizes the agent to do all of the following:

(1) Assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value, recover damages sustained by the principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief.

(2) Bring an action to determine adverse claims or intervene or otherwise participate in litigation.

(3) Seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use any available procedure to effect or satisfy a judgment, order, or decree.

(4) Make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the principal in litigation.

(5) Submit to alternative dispute resolution, settle, and propose or accept a compromise.

(6) Waive the issuance and service of process upon the principal, accept service of process, appear for the principal, designate persons upon which process directed to the principal may be served, execute and file or deliver stipulations on the principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation.

(7) Act for the principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the principal in property or other thing of value.

(8) Pay a judgment, award, or order against the principal or a settlement made in connection with a claim or litigation.

(9) Receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

244.53 Personal and family maintenance. (1) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to personal and family maintenance authorizes the agent to do all of the following:

(a) Perform the acts necessary to maintain the customary standard of living of the principal, the principal's spouse or the principal's domestic partner, and the following individuals, whether living when the power of attorney is executed or later born:

1. The principal's children.

2. Other individuals legally entitled to be supported by the principal.

3. The individuals whom the principal has customarily supported or indicated the intent to support.

(b) Make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the principal is a party.

(c) Provide living quarters for the individuals described in par. (a) by doing any of the following:

1. Purchasing, leasing, or entering into a contract.

2. Paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by the principal or occupied by those individuals.

(d) Provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for the individuals described in par. (a).

(e) Pay expenses for necessary health care and custodial care on behalf of the individuals described in par. (a).

(f) Act as the principal's personal representative under 42 USC 1320d, the Health Insurance Portability and Accountability Act, and applicable regulations, in making decisions related to the past, present, or future payment for the provision of health care consented to by the principal or anyone authorized under the law of this state to consent to health care on behalf of the principal.

(g) Continue any provision made by the principal for motor vehicles or other means of transportation, including registering, licensing, insuring, and replacing the vehicles, for the individuals described in par. (a).

(h) Maintain credit and debit accounts for the convenience of the individuals described in par. (a) and open new accounts.

(i) Continue payments incidental to the membership or affiliation of the principal in a religious institution, club, society, order, or other organization or to continue contributions to those organizations.

(2) Authority with respect to personal and family maintenance is neither dependent upon, nor limited by, authority that an agent may or may not have with respect to gifts under this chapter.

244.54 Benefits from governmental programs or civil or military service. (1) In this section, "benefits from governmental programs or civil or military service" means any benefit, program or assistance provided under a statute, rule, or regulation, including social security, Medicare, and Medicaid.

(2) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to benefits from governmental programs or civil or military service authorizes the agent to do all of the following:

(a) Execute vouchers in the name of the principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the principal, including allowances and reimbursements for transportation of the individuals described in s. 244.53 (1) (a), and for shipment of their household effects.

(b) Take possession and order the removal and shipment of property of the principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose.

(c) Enroll in, apply for, select, reject, change, amend, or discontinue, on the principal's behalf, a benefit or program.

(d) Prepare, file, and maintain a claim of the principal for a benefit or assistance, financial or otherwise, to which the principal may be entitled under a statute, rule, or regulation.

(e) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance the principal may be entitled to receive under a statute, rule, or regulation.

(f) Receive the financial proceeds of a claim described in par. (d) and conserve, invest, disburse, or use for a lawful purpose anything so received.

244.55 Retirement plans. (1) In this section, "retirement plan" means a plan or account created by an employer, the principal, or another individual to provide retirement benefits or deferred compensation of which the principal is a participant, beneficiary, or owner, including the following plans or accounts:

(a) An individual retirement account under section 408 of the Internal Revenue Code.

(b) A Roth individual retirement account under section 408A of the Internal Revenue Code.

(c) A deemed individual retirement account under section 408 (q) of the Internal Revenue Code.

(d) An annuity or mutual fund custodial account under section 403 (b) of the Internal Revenue Code.

(e) A pension, profit-sharing, stock bonus, or other retirement plan qualified under section 401 (a) of the Internal Revenue Code.

(f) A plan under section 457 (b) of the Internal Revenue Code.

(g) A nonqualified deferred compensation plan under section 409A of the Internal Revenue Code.

(2) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to retirement plans authorizes the agent to do all of the following:

(a) Select the form and timing of payments under a retirement plan and withdraw benefits from a plan.

- (b) Make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another.
- (c) Establish a retirement plan in the principal's name.
- (d) Make contributions to a retirement plan.
- (e) Exercise investment powers available under a retirement plan.
- (f) Borrow from, sell assets to, or purchase assets from a retirement plan.

244.56 Taxes. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to taxes authorizes the agent to do all of the following:

- (1) Prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under 2032A of the Internal Revenue Code, closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years.
- (2) Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority.
- (3) Exercise any election available to the principal under federal, state, local, or foreign tax law.
- (4) Act for the principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.



Power of Attorney for Delegating Parental Power



IN THE INTEREST OF

☐ Amended

Name _____

**Power of Attorney
Delegating Parental Power
 (§48.979, Wis. Stats.)**

Date of Birth _____

Case No. _____

I STATE ON INFORMATION AND BELIEF:

This power of attorney is for the purpose of providing for the care and custody of:

1. Child's Name, Address	Child's Date of Birth
---------------------------------	------------------------------

2. I, [Name and address of parent] _____ state that I have legal custody of the child named above. *(Only a parent who has legal custody may use this form.)* (If parents have joint legal custody, both parents must sign this form.)

3. I delegate my parental power to [Name of agent] _____.

Agent's Address: _____

Agent's telephone number(s): _____

Agent's email address: _____

Relationship of agent to child: _____

4. The parental power I am delegating is as follows:

☐ **Full parental power** regarding the care and custody of the child named above.☐ **Partial parental power** regarding the care and custody of the child named above.☐ The power to consent to all health care.☐ The power to consent to only the following health care:☐ Ordinary or routine health care, excluding major surgical procedures, extraordinary procedures, and experimental treatment.☐ Emergency blood transfusion.☐ Dental care.☐ Disclosure of health information about the child.☐ The power to consent to educational and vocational services.☐ The power to consent to the employment of the child.☐ The power to consent to the disclosure of confidential information, other than health information, about the child.☐ The power to provide for the care and custody of the child.☐ The power to consent to the child obtaining a motor vehicle operator's license.☐ The power to travel with the child outside the State of Wisconsin.☐ The power to obtain substitute care, such as child care, for the child.☐ Other specifically delegated powers or limits on delegated powers:☐ **See attached**

5. This delegation of parental powers does not deprive a custodial or noncustodial parent of any of his or her powers regarding the care and custody of the child, whether granted by court order or force of law.

6. This document may not be used to delegate the power to consent to:

- the marriage or adoption of the child,
- the performance or inducement of an abortion on or for the child,
- the termination of parental rights to the child,
- enlistment of the child in the U.S. armed forces, or
- to place the child in a foster home, group home, shelter care facility, or inpatient treatment facility.

7. This Power of Attorney takes effect on [Date] _____ and will remain in effect until [Date] ____.
- If no termination date is given, this Power of Attorney will remain in effect for a period of one year after the effective date, but no longer.
 - This Power of Attorney may be revoked in writing at any time by a parent who has legal custody of the child and such a revocation invalidates the delegation of parental powers made by this Power of Attorney, except with respect to acts already taken in reliance on this Power of Attorney.
- ☐ 8. The child is subject to the jurisdiction of the juvenile court under s. 48.13, 48.14, 938.12, 938.13, or 938.14, Wis. Stats.
- I will file this proposed Power of Attorney Delegating Parental Power with the Juvenile Court for approval.
 - I request the Juvenile Court issue an Order Approving Delegation of Powers under §48.979, Wis. Stats. (GF-222).
- ☐ 9. The child is an Indian child.
- I request the Juvenile Court schedule a hearing to issue a Certificate to Delegation of Powers under §48.979, Wis. Stats., of an Indian Child (IW-1783B).
 - I will sign and file the Consent to Delegation of Powers under §48.979, Wis. Stats., of an Indian Child (IW-1783A) with the court at the hearing.
- ☐ 10. The delegation is to an agent who is not a relative of the child and would remain in effect for longer than one year.
- I will file this proposed Power of Attorney Delegating Parental Power with the Juvenile Court for approval.
 - I request the court schedule a hearing to approve the delegation of parental powers within 45 days of the filing of this form.
 - I will provide notice of the hearing and a copy of this form to the child (if 12 years or older), the child's guardian ad litem and counsel, parents, person nominated as agent, and any guardian, legal custodian, physical custodian, Indian custodian, organization facilitating the delegation, and tribe at least 10 days before the date of the hearing. This form and notice shall be served in person or by first class mail.

► _____
Delegating Parent's Signature

Name Printed or Typed

Address

Email Address Telephone Number

Date

► _____
Non-Delegating Parent with Joint Legal Custody's Signature

Name Printed or Typed

Address

Email Address Telephone Number

Date

- ☐ 11. Witnessing of signature(s) (*optional*)

State of _____

County of _____

This document was signed before me on [Date] _____ by [Name of parents] _____.

Signature of notary _____.

My commission expires: _____.

12. • I, [Name and address of agent] _____ understand that [Name of parents] _____ has/have delegated to me the powers specified in this Power of Attorney regarding the care and custody of [Name of child] _____.
- I further understand that this Power of Attorney may be revoked in writing at any time by a parent who has legal custody of [Name of child] _____.
- I hereby declare that I have read this Power of Attorney, understand the powers delegated to me by this Power of Attorney, am fit, willing, and able to undertake those powers, and accept those powers.



Agent's Signature

Name Printed or Typed

Address

Email Address

Telephone Number

Date

- ☐ 13. Parent(s) may indicate where they may be located during the term of the Power of Attorney (if different from the address(es) set forth above.)

I, [Name of parent] _____ can be located at:

Address(es) _____

Telephone number(s) _____

Email address(es) _____

Or by contacting [Name] _____

Address(es) _____

Telephone number(s) _____

Email address(es) _____