



Illinois Emergency Family Planning Toolkit for families at risk of Separation V3.0

This kit is being provided at no charge and the listed organizations suggest consulting with a licensed attorney when completing the attached forms.

This kit includes the following:

- Emergency Family Planning Checklist
- Constitutional Rights Cards
- Forward Latino & Affiliate Contact Information Sheet
- State of Illinois Power-of-Attorney for Finances & Property
- State of Illinois Power-of-Attorney for Delegating Parental Authority

This toolkit is provided by





Emergency Family Planning To Do List For Mixed-Status Families V3.0

Forward Latino has developed this toolkit for individuals at risk of detention or deportation by U.S. immigration officials. It is important to complete these tasks with the assistance of a licensed immigration attorney prior to being detained. For individuals who do have lawful immigration status, we encourage you to carry your green card, work permit, or other evidence of status with you at all times. If you have any questions, please visit Forward Latino at www.forwardlatino.org or call (833)LAT-INO1.

- 1. Consult with and establish a relationship with an immigration attorney in advance**
 - Review your immigration situation to determine if there is a pathway to legalization.
 - Establish a relationship should you be detained and need legal representation.
 - Review your legal rights.
 - Keep your immigration attorney's phone number with you at all times and share it with your family.

- 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 give copies to your attorney.

- 3. Establish a Power of Attorney to manage your personal affairs if needed**
 - Designate a trusted person to act as your Power of Attorney in the United States should you be detained or deported. This will allow them to make legal decisions and act on your behalf.
 - Ensure the power of attorney document is legally binding and includes specific instructions regarding your finances, property and other assets, and the care of your children and other dependents.

- 4. Avoid Criminal Activity**
 - Adhere to all laws to avoid any actions that could lead to deportation. Even minor offenses can impact your immigration status.
 - If arrested for a crime, consult with an attorney before accepting any plea deals or signing any legal agreements as it might impact your immigration status.

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

- 6. If Detained**
 - Stay calm and follow instructions but do not sign legal documents without having them reviewed by your attorney.
 - Call your immigration attorney immediately. Immigration officials are required to allow you to call your attorney. You also have the right to remain silent until your attorney is present.
 - Write down the name and phone number of your case officer as well as you're A-number (Alien Registration Number). If you do not already have an A-number, you will be assigned one. Share this information with your attorney and family. It will assist them in locating you should you be moved to a different detention facility.
 - Family members can go to <https://locator.ice.gov/odls/#/search> or call (888)351-4024 to find where you are being detained.



Constitutional Rights Cards

V3.0



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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Phone Numbers:

Attorney: _____ **Consulate:** _____

www.forwardlatino.org (833)LAT-INO1



Forward Latino & Affiliates Contact Information V3.0

Forward Latino, Inc.

Office Location: Franklin, WI

(833)LAT-INO1 or (833)528-4661

www.forwardlatino.org & www.forwardlatinoespanol.org

**STATUTORY SHORT FORM
POWER OF ATTORNEY FOR PROPERTY**

*Includes Amendments Required By Public Act 96-1195
Form Valid July 1, 2011*

**NOTICE TO THE INDIVIDUAL SIGNING THE ILLINOIS
STATUTORY SHORT FORM
POWER OF ATTORNEY FOR PROPERTY**

PLEASE READ THIS NOTICE CAREFULLY. The form that you will be signing is a legal document. It is governed by the Illinois Power of Attorney Act. If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you. The purpose of this Power of Attorney is to give your designated “agent” broad powers to handle your financial affairs, which may include the power to pledge, sell, or dispose of any of your real or personal property, even without your consent or any advance notice to you. When using the Statutory Short Form, you may name successor agents, but you may not name co-agents.

This form does not impose a duty upon your agent to handle your financial affairs, so it is important that you select an agent who will agree to do this for you. It is also important to select an agent whom you trust, since you are giving that agent control over your financial assets and property. Any agent who does act for you has a duty to act in good faith for your benefit and to use due care, competence, and diligence. He or she must also act in accordance with the law and with the directions in this form. Your agent must keep a record of all receipts, disbursements, and significant actions taken as your agent.

Unless you specifically limit the period of time that this Power of Attorney will be in effect, your agent may exercise the powers given to him or her throughout your lifetime, both before and after you become incapacitated. A court, however, can take away the powers of your agent if it finds that the agent is not acting properly. You may also revoke this Power of Attorney if you wish.

This Power of Attorney does not authorize your agent to appear in court for you as an attorney-at-law or otherwise to engage in the practice of law unless he or she is a licensed attorney who is authorized to practice law in Illinois.

The powers you give your agent are explained more fully in Section 3-4 of the Illinois Power of Attorney Act. This form is a part of that law.

The “**NOTE**” paragraphs throughout this form are instructions.

You are not required to sign this Power of Attorney, but it will not take effect without your signature. You should not sign this Power of Attorney if you do not understand everything in it, and what your agent will be able to do if you do sign it.

Please place your initials on the following line indicating that you have read this Notice:

.....
Principal's initials”

**ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY
FOR PROPERTY**

1. I, _____

(insert name and address of principal)

hereby revoke all prior statutory powers of attorney for property executed by me
and appoint: (insert name and address of agent)

(NOTE: You may not name co-agents using this form.)

as my attorney-in-fact (my “agent”) to act for me and in my name (in any way I could act in person) with respect to the following powers, as defined in Section 3-4 of the “Statutory Short Form Power of Attorney for Property Law” (including all amendments), but subject to any limitations on or additions to the specified powers inserted in paragraph 2 or 3 below:

(NOTE: You must strike out any one or more of the following categories of powers you do not want your agent to have. Failure to strike the title of any category will cause the powers described in that category to be granted to the agent. To strike out a category you must draw a line through the title of that category.)

- (a) Real estate transactions.
- (b) Financial institution transactions.
- (c) Stock and bond transactions.
- (d) Tangible personal property transactions.
- (e) Safe deposit box transactions.

- (f) Insurance and annuity transactions.
- (g) Retirement plan transactions.
- (h) Social Security, employment and military service benefits.
- (i) Tax matters.
- (j) Claims and litigation.
- (k) Commodity and option transactions.
- (l) Business operations.
- (m) Borrowing transactions.
- (n) Estate transactions.
- (o) All other property transactions.

(NOTE: Limitations on and additions to the agent's powers may be included in this power of attorney if they are specifically described below.)

2. The powers granted above shall not include the following powers or shall be modified or limited in the following particulars:

(NOTE: Here you may include any specific limitations you deem appropriate, such as a prohibition or conditions on the sale of particular stock or real estate or special rules on borrowing by the agent.)

3. In addition to the powers granted above, I grant my agent the following powers:

(NOTE: Here you may add any other delegable powers including, without limitation, power to make gifts, exercise powers of appointment, name or change beneficiaries or joint tenants or revoke or amend any trust specifically referred to below.)

(NOTE: Your agent will have authority to employ other persons as necessary to enable the agent to properly exercise the powers granted in this form, but your agent will have to make all discretionary decisions. If you want to give your agent the right to delegate discretionary decision-making powers to others, you should keep paragraph 4, otherwise it should be struck out.)

4. My agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(NOTE: Your agent will be entitled to reimbursement for all reasonable expenses incurred in acting under this power of attorney. Strike out paragraph 5 if you do not want your agent to also be entitled to reasonable compensation for services as agent.)

5. My agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(NOTE: This power of attorney may be amended or revoked by you at any time and in any manner. Absent amendment or revocation, the authority granted in this power of attorney will become effective at the time this power is signed and will continue until your death, unless a limitation on the beginning date or duration is made by initialing and completing one or both of paragraphs 6 and 7.)

6. This power of attorney shall become effective on:

(NOTE: Insert a future date or event during your lifetime, such as a court determination of your disability or a written determination by your physician that you are incapacitated, when you want this power to first take effect.)

7. This power of attorney shall terminate on:

(NOTE: Insert a future date or event, such as a court determination that you are not under a legal disability or a written determination by your physician that you are not incapacitated, if you want this power to terminate prior to your death.)

(NOTE: If you wish to name one or more successor agents, insert the name and address of each successor agent in paragraph 8.)

8. If any agent named by me shall die, become incompetent, resign or refuse to accept the office of agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such agent:

(Include name, address and phone number for any named successors)

For purposes of this paragraph 8, a person shall be considered to be incompetent if and while the person is a minor or an adjudicated incompetent or disabled person or the person is unable to give prompt and intelligent consideration to business matters, as certified by a licensed physician.

(NOTE: If you wish to, you may name your agent as guardian of your estate if a court decides that one should be appointed. To do this, retain paragraph 9, and the court will appoint your agent if the court finds that this appointment will serve your best interests and welfare. Strike out paragraph 9 if you do not want your

agent to act as guardian.)

9. If a guardian of my estate (my property) is to be appointed, I nominate the agent acting under this power of attorney as such guardian, to serve without bond or security.

10. I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my agent.

(NOTE: This form does not authorize your agent to appear in court for you as an attorney-at-law or otherwise to engage in the practice of law unless he or she is a licensed attorney who is authorized to practice law in Illinois.)

11. The Notice to Agent, as set out below, is incorporated by reference and included as part of this form.

Dated: _____ Signed: _____
(Principal)

(NOTE: This power of attorney will not be effective unless it is signed by at least one witness and your signature is notarized, using the form below. The notary may not also sign as a witness.)

The undersigned witness certifies that _____, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe him or her to be of sound mind and memory. The undersigned witness also certifies that the witness is not: (a) the attending physician or mental health service provider or a relative of the physician or provider; (b) an owner, operator, or relative of an owner or operator of a health care facility in which the principal is a patient or resident; (c) a parent, sibling, descendant, or any spouse of such parent, sibling, or descendant of either the principal or any agent or successor agent under the foregoing power of attorney, whether such relationship is by blood, marriage, or adoption; or (d) an agent or successor agent under the foregoing power of attorney.

Dated: _____ Signed: _____
(Witness)

(NOTE: Illinois requires only one witness, but other jurisdictions may require more than one witness. If you wish to have a second witness, have him or her certify and sign here:)

(Second witness)

The undersigned witness certifies that _____, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe him or her to be of sound mind and memory. The undersigned witness also certifies that the witness is not: (a) the attending physician or mental health service provider or a relative of the physician or provider; (b) an owner, operator, or relative of an owner or operator of a health care facility in which the principal is a patient or resident; (c) a parent, sibling, descendant, or any spouse of such parent, sibling, or descendant of either the principal or any agent or successor agent under the foregoing power of attorney, whether such relationship is by blood, marriage, or adoption; or (d) an agent or successor agent under the foregoing power of attorney.

Dated: _____ Signed: _____
(Witness)

State of _____)
) SS.
County of _____)

The undersigned, a notary public in and for the above county and state, certifies that _____, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the witness(es) _____ (and _____) in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth (, and certified to the correctness of the signature(s) of the agent(s)).

Dated: _____ Signature _____
Notary Public

My commission expires: _____

(NOTE: You may, but are not required to, request your agent and successor agents to provide specimen signatures below. If you include specimen signatures in this power of attorney, you must complete the certification opposite the signatures of the agents.)

Specimen signatures of agent (and successors)

I certify that the signatures of my agent (and successors) are correct.

(agent)

(principal)

(successor agent)

(principal)

(successor agent)

(principal)

(NOTE: The name, address, and phone number of the person preparing this form or who assisted the principal in completing this form is optional.)

Name of Preparer:

Address:

Phone:

NOTICE TO AGENT POWER OF ATTORNEY FOR PROPERTY

(**NOTE:** This notice is incorporated by reference and included as a part of this Power of Attorney for Property.)

When you (the agent) accept the authority granted under this power of attorney, a special legal relationship, known as agency, is created between you and the principal. Agency imposes upon you duties that continue until you resign or the power of attorney is terminated or revoked.

As agent you must:

- (1) do what you know the principal reasonably expects you to do with the principal's property;
- (2) act in good faith for the best interest of the principal, using due care, competence, and diligence;
- (3) keep a complete and detailed record of all receipts, disbursements, and significant actions conducted for the principal;
- (4) attempt to preserve the principal's estate plan, to the extent actually known by the agent, if preserving the plan is consistent with the principal's best interest; and
- (5) cooperate with a person who has authority to make health care decisions for the principal to carry out the principal's reasonable expectations to the extent actually in the principal's best interest.

As agent you must not do any of the following:

- (1) act so as to create a conflict of interest that is inconsistent with the other principles in this Notice to Agent;
- (2) do any act beyond the authority granted in this power of attorney;
- (3) commingle the principal's funds with your funds;

(4) borrow funds or other property from the principal, unless otherwise authorized;

(5) continue 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, such as the death of the principal, your legal separation from the principal, or the dissolution of your marriage to the principal.

If you have special skills or expertise, you must use those special skills and expertise when acting for the principal. You must 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 Name) as Agent”

The meaning of the powers granted to you is contained in Section 3-4 of the Illinois Power of Attorney Act, which is incorporated by reference into the body of the power of attorney for property document.

If you violate your duties as agent or act outside the authority granted to you, you may be liable for any damages, including attorney's fees and costs, caused by your violation.

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

(f) The requirement of the signature of a witness in addition to the principal and the notary, imposed by Public Act 91-790, applies only to instruments executed on or after June 9, 2000 (the effective date of that Public Act).

(NOTE: This amendatory Act of the 96th General Assembly (Public Act 96-1195, effective July 1, 2011) deletes provisions that referred to the one required witness as an “additional witness”, and it also provides for the signature of an optional “second witness”.)

755 Illinois Compiled Statutes 5/11-5.4

11-5.4. Short-term guardian.

11-5.4. Short-term guardian.

(a) A parent, adoptive parent, or adjudicated parent whose parental rights have not been terminated, or the guardian of the person of a minor may appoint in writing, without court approval, a short-term guardian of an unmarried minor or a child likely to be born. The written instrument appointing a short-term guardian shall be dated and shall identify the appointing parent or guardian, the minor, and the person appointed to be the short-term guardian. The written instrument shall be signed by, or at the direction of, the appointing parent in the presence of at least 2 credible witnesses at least 18 years of age, neither of whom is the person appointed as the short-term guardian. The person appointed as the short-term guardian shall also sign the written instrument, but need not sign at the same time as the appointing parent.

(b) A parent or guardian shall not appoint a short-term guardian of a minor if the minor has another living parent, adoptive parent or adjudicated parent, whose parental rights have not been terminated, whose whereabouts are known, and who is willing and able to make and carry out day-to-day child care decisions concerning the minor, unless the nonappointing parent consents to the appointment by signing the written instrument of appointment.

(c) The appointment of the short-term guardian is effective immediately upon the date the written instrument is executed, unless the written instrument provides for the appointment to become effective upon a later specified date or event. Except as provided in subsection (e-5) or (e-10) of this Section, the short-term guardian shall have authority to act as guardian of the minor as provided in Section 11-13.2 for a period of 365 days from the date the appointment is effective, unless the written instrument provides for the appointment to terminate upon a different specified date or event as permitted by this Section. Only one written instrument appointing a short-term guardian may be in force at any given time.

(d) Every appointment of a short-term guardian may be amended or revoked by the appointing parent or by the appointing guardian of the person of the minor at any time and in any manner communicated to the short-term guardian or to any other person. Any person other than the short-term guardian to whom a revocation or amendment is communicated or delivered shall make all reasonable efforts to inform the short-term guardian of that fact as promptly as possible.

(d-5) Except as provided in subsection (e-5) or (e-10), a short-term guardian appointed as the result of an administrative separation may renew a short-term guardianship for an additional 365 days from the date the initial appointment expires if the administrative separation is still in effect, unless the written instrument provides for the appointment to terminate upon a different date or event as permitted by this Section.

(e) The appointment of a short-term guardian or successor short-term guardian does not affect the rights of the other parent in the minor. The short-term guardian appointment does not constitute consent for court appointment of a guardian.

(e-5) Any time after the appointment of a temporary custodian under Section 2-10, 3-12, 4-9, 5-410, or 5-501 of the Juvenile Court Act of 1987, and after notice to all parties, including the short-term guardian, as required by the Juvenile Court Act of 1987, a court may vacate any short-term guardianship for the minor appointed under this Section, provided the vacation is consistent with the minor's best interests as determined using the factors listed in paragraph (4.05) of Section 1-3 of the Juvenile Court Act of 1987.

(e-10) A parent or guardian who is a member of the Armed Forces of the United States, including any reserve component thereof, or the commissioned corps of the National Oceanic and Atmospheric Administration or the Public Health Service of the United States Department of Health and Human Services detailed by proper authority for duty with the Armed Forces of the United States, or who is required to enter or serve in the active military service of the United States under a call or order of the President of the United States or to serve on State active duty, may appoint a short-term guardian for a period of longer than 365 days if on active duty service. The writing appointing the short-term guardian under this subsection shall include the dates of the parent's or guardian's active duty service, and the appointment may not exceed the term of active duty plus 30 days.

(f) The written instrument appointing a short-term guardian may, but need not, be in the following form:

APPOINTMENT OF SHORT-TERM GUARDIAN

[IT IS IMPORTANT TO READ THE FOLLOWING INSTRUCTIONS:

By properly completing this form, a parent or the guardian of the person of the child is appointing a guardian of a child of the parent (or a minor ward of the guardian, as the case may be) for a period of up to 365 days. A separate form should be completed for each child. The person appointed as the guardian must sign the form, but need not do so at the same time as the parent or parents or guardian.

If you are a parent or guardian who is a member of the Armed Forces of the United States, including any reserve component thereof, or the commissioned corps of the National Oceanic and Atmospheric Administration or the Public Health Service of the United States Department of Health and Human Services detailed by proper authority for duty with the Armed Forces of the United States, or who is required to enter or serve in the active military service of the United States under a call or order of the President of the United States or to serve on State active duty, you may appoint a short-term guardian for your child for the period of your active duty service plus 30 days. When executing this form, include the date your active duty service is scheduled to begin in part 3 and the date your active duty service is scheduled to end in part 4.

This form may not be used to appoint a guardian if there is a guardian already appointed for the child, except that if a guardian of the person of the child has been appointed, that guardian may use this form to appoint a short-term guardian. Both living parents of a child may together appoint a guardian of the child, or the guardian of the person of the child may appoint a guardian of the child, for a period of up to 365 days through the use of this form. If the short-term guardian is appointed by both living parents of the child, the parents need not sign the form at the same time.]

1. Parent (or guardian) and Child. I, (insert name of appointing parent or guardian), currently residing at (insert address of appointing parent or guardian), am a parent (or the guardian of the person) of the following child (or of a child likely to be born): (insert name and date of birth of child, or insert the words "not yet born" to appoint a short-term guardian for a child likely to be born and the child's expected date of birth).

2. Guardian. I hereby appoint the following person as the short-term guardian for the child: (insert name and address of appointed person).

3. Effective date. This appointment becomes effective: (check one if you wish it to be applicable)

On the date that I state in writing that I am no longer either willing or able to make and carry out day-to-day child care decisions concerning the child.

On the date that a physician familiar with my condition certifies in writing that I am no longer willing or able to make and carry out day-to-day child care decisions concerning the child.

On the date that I am admitted as an in-patient to a hospital or other health care institution.

On the following date: (insert date).

On the date my active duty service begins: (insert date).

Upon an administrative separation, as defined in Section 11-1.

Other: (insert other).

[NOTE: If this item is not completed, the appointment is effective immediately upon the date the form is signed and dated below.]

4. Termination. This appointment shall terminate 365 days after the effective date, unless it terminates as determined by the event or date I have indicated below: (check one if you wish it to be applicable)

On the date that I state in writing that I am willing and able to make and carry out day-to-day child care decisions concerning the child, but not more than 365 days after the effective date.

On the date that a physician familiar with my condition certifies in writing that I am willing and able to make and carry out day-to-day child care decisions concerning the child, but not more than 365 days after the effective date.

On the date that I am discharged from the hospital or other health care institution where I was admitted as an in-patient, which established the effective date, but not more than 365 days after the effective date.

On the date which is (state a number of days, but no more than 365 days) days after the effective date.

() On the date no more than 30 days after my active duty service is scheduled to end: (insert date active duty service is scheduled to end),

() In the event the administrative separation, as defined in Section 11-1, has been resolved.

() Other: (insert other).

[NOTE: If this item is not completed, the appointment will be effective for a period of 365 days, beginning on the effective date.]

5. Date and signature of appointing parent or guardian. This appointment is made this (insert day) day of (insert month and year).

Signed: (appointing parent)

6. Witnesses. I saw the parent (or the guardian of the person of the child) sign this instrument or I saw the parent (or the guardian of the person of the child) direct someone to sign this instrument for the parent (or the guardian). Then I signed this instrument as a witness in the presence of the parent (or the guardian). I am not appointed in this instrument to act as the short-term guardian for the child. (Insert space for names, addresses, and signatures of 2 witnesses)

7. Acceptance of short-term guardian. I accept this appointment as short-term guardian on this (insert day) day of (insert month and year).

Signed: (short-term guardian)

8. Consent of child's other parent. I, (insert name of the child's other living parent), currently residing at (insert address of child's other living parent), hereby consent to this appointment on this (insert day) day of (insert month and year).

Signed: (consenting parent)

[NOTE: The signature of a consenting parent is not necessary if one of the following applies: (i) the child's other parent has died; or (ii) the whereabouts of the child's other parent are not known; or (iii) the child's other parent is not willing or able to make and carry out day-to-day child care decisions concerning the child; or (iv) the child's parents were never married and no court has issued an order establishing parentage.]

APPOINTMENT OF SHORT-TERM GUARDIAN
755 ILCS 5/11-5.4

It is important to read the following instructions:

By properly completing this form, a parent or the guardian of the person of the child is appointing a guardian of a child of the parent (or a minor ward of the guardian, as the case may be) for a period of up to 365 days. A separate form should be completed for each child. The person appointed as the guardian must sign the form, but need not do so at the same time as the parent or parents.

If you are a parent or guardian who is a member of the Armed Forces of the United States, including any reserve component thereof, or the commissioned corps of the National Oceanic and Atmospheric Administration or the Public Health Service of the United States Department of Health and Human Services detailed by proper authority for duty with the Armed Forces of the United States, or who is required to enter or serve in the active military service of the United States under a call or order of the President of the United States or to serve on State active duty, you may appoint a short-term guardian for your child for the period of your active duty service plus 30 days. When executing this form, include the date your active duty service is scheduled to begin in part 3 and the date your active duty service is scheduled to end in part 4.

This form may not be used to appoint a guardian if there is a guardian already appointed for the child, except that if a guardian of the person of the child has been appointed, that guardian may use this form to appoint a short-term guardian. Both living parents of a child may together appoint a guardian of the child, or the guardian of the person of the child may appoint a guardian of the child, for a period of up to 365 days through the use of this form. If the short-term guardian is appointed by both living parents of the child, the parents need not sign the form at the same time.

1. Parent (or guardian) and Child. I, _____,
currently residing at _____,
am a parent (or the guardian of the person) of the following child (or of a child likely to
be born): _____.

2. Guardian. I hereby appoint the following person as the short-term guardian for my child:
(include name and address) _____
_____.

3. Effective date. This appointment becomes effective: (Check one if you wish it to be applicable)

- On the date that I date in writing that I am no longer either willing or able to make and carry out day- to-day child care decisions concerning the child.
- On the date that a physician familiar with my condition certifies in writing that I am no longer willing or able to make and carry out day- to day child care decisions concerning the child.
- On the date that I am admitted as an in-patient to a hospital or other health care institution.
- On the following date: _____.
- On the date my active duty service begins: _____.
- Other: _____.

(Note: If this item is not completed, the appointment is effective immediately upon the date the form is signed and dated below.)

4. Termination. This appointment shall terminate 365 days after the effective date, unless it terminates sooner as determined by the event or date I have indicated below: (check one if you wish it to be applicable).

- On the date that I state in writing that I am willing and able to make and carry out day-to-day child care decisions concerning the child, but not more than 365 days after the effective date.
- On the date that a physician familiar with my condition certifies in writing that I am willing and able to make and carry out day-to-day child care decisions concerning the child, but not more than 365 days after the effective date.
- On the date that I am discharged from the hospital or other health care institution where I was admitted as an in-patient, which established the effective date, but not more than 365 days after the effective date.
- On the date which is _____ days after the effective date. (may not exceed 365 days).
- On the date no more than 30 days after my active duty service is scheduled to end (insert date active duty service is scheduled to end): _____.
- Other: _____.

(Note: If this item is not completed, the appointment will be effective for a period of 365 days, beginning on the effective date.)

5. Date and signature of appointing parent or guardian.

This appointment is made this _____ day of _____, 20_____.

Signed _____

Appointing parent(s) or guardian

6. Witnesses. I saw the parent (or the guardian of the person of the child) sign this instrument or I saw the parent (or the guardian of the person of the child) direct someone to sign this instrument for the parent (or the guardian). Then I signed this instrument as a witness in the presence of the parent (or the guardian). I am not appointed in this instrument to act as the short-term guardian for the parent's child.

Witness _____
(signature)

(Name)

(Address)

Witness _____
(signature)

(Name)

(Address)

7. Acceptance of short-term guardian.

I accept this appointment as short-term guardian on this _____ day of _____, 20_____.

Signed _____
(Short-term guardian)

8. Consent of child's other parent. I, _____,
currently residing at _____,
hereby consent to this appointment on this _____ day of _____, 20_____.

Signed _____
(Consenting parent)

(Note: the signature of a consenting parent is not necessary if one of the following applies: (i) the child's other parent has died; or (ii) the whereabouts of the child's other parent are not known; or (iii) the child's other parent is not willing or able to make and carry out day-to-day child care decisions concerning the child; or (iv) the child's parents were never married and no court order has issued an order establishing parentage.)

(Source: P.A. 95-568, eff. 6-1-08)

755 ILCS 5/11 - 13.2 Duties of a short term guardian of a minor.

(a) Immediately upon the effective date of the appointment of a short-term guardian, the short-term guardian of the minor shall assume all duties as short-term guardian of the minor as provided in this Section. The short-term guardian of the person shall have authority to act as short-term guardian, without direction of court, for the duration of the appointment, which in no case shall exceed a period of 365 days. The authority of the short-term guardian may be limited or terminated by a court of competent jurisdiction.

(b) Unless further specifically limited by the short-term guardian, a short-term guardian shall have the authority to act as guardian of the person of a minor as prescribed in Section 11-13, but shall not have any authority to act as guardian of the estate of a minor, except that a short-term guardian shall have the authority to apply for and receive on behalf of the minor benefits to which the child may be entitled from or under federal, State, or local organizations or programs.