

# NOTICE AND LEGAL WARNING

## Notice of Parental Authority, Federal Supremacy, and Legal Liability – To All Officers, Trustees, and Agents of [School District Name] –

To:

The Board of Education

The Superintendent

The Principal

All Agents, Officers, and Employees of [District Name] School District

From:

[Your Full Legal Name]

Parent and Legal Guardian of [Student Full Name]

### **SUBJECT: Formal Notice of Legal Objection to District Policy 3226P and Liability for Constitutional and Commercial Breach**

This is a lawful notice pursuant to federal constitutional law, public acts of Congress recorded in the Statutes at Large, and binding rulings of the United States Supreme Court.

This notice serves as preliminary affidavit of facts and intent to pursue lawful commercial lien and claim for damages under the Uniform Commercial Code, federal civil liability statutes (42 Stat. 146, 1871), and trust beneficiary enforcement principles, should any party named or unnamed breach their fiduciary obligations under color of law

You are hereby formally notified that any attempt to permit, facilitate, or allow the **interview, interrogation, or custodial questioning** of my child, [Student Full Legal Name], without the **prior written consent and physical presence** of a parent or legal counsel is:

1. **A violation of my federally protected parental rights** under *Troxel v. Granville*, 530 U.S. 57 (2000),
2. **A denial of due process** under the Fifth and Fourteenth Amendments to the U.S. Constitution,
3. **An unlawful seizure** of my child under the Fourth Amendment, and
4. **An act of commercial trespass and breach of fiduciary duty** under applicable trust and federal funding obligations.

**Notice To Agent Is Notice To Principal. Notice To Principal Is Notice To Agent.**

This legal maxim binds all named and unnamed parties in privity with the District or its agents.

## Consequences for Violation

### I. Personal And Official Liability – 42 Stat. 146 (1871 Civil Rights Act)

Any person acting under color of law who deprives any person of rights secured by the Constitution or laws of the United States is personally liable in **federal civil court** under the Civil Rights Act of 1871.

This includes:

- **Board members**
- **Superintendents**
- **Principals**
- **School counselors and staff**
- **CPS agents operating on premises under district authority**

*“Every person who, under color of any statute, ordinance, regulation, custom, or usage... subjects, or causes to be subjected, any citizen of the United States... to the deprivation of any rights... shall be liable to the party injured.”*

— 42 Stat. 146 (codified later as 42 U.S.C. § 1983)

### II. Criminal Liability – Deprivation of Rights under Color of Law

Under 18 U.S.C. § 242 (*derived from 63 Stat. 89*), it is a **federal crime** to willfully subject any person in the U.S. to the deprivation of constitutional rights under color of law. Penalties include:

- **Fines,**
- **Federal imprisonment,** and
- **Enhanced sentencing** if injury or harm occurs to a child.

This statute criminalizes unlawful governmental intrusion and willful disregard of parental or child due process protections.

### III. Commercial Liability – Federal Funding, Fiduciary Status, and Title VI

As a recipient of **federal funds**, your school district is a **public fiduciary** and trustee. You are bound by:

- **The Civil Rights Act of 1964**, Pub. L. 88–352, 78 Stat. 241 (Title VI),
- **Public Law 93–579**, 88 Stat. 1896 (Privacy Act), and
- **Constitutional fiduciary duties** imposed by federal funding contracts.

Any willful violation of parental notice or rights obligations constitutes:

- **Commercial trespass,**
- **Breach of fiduciary duty,** and
- **Potential loss of federal funding** upon OCR or legal action.

This district's claim that Policy 3226P overrides my notice and consent **has no lawful foundation** in the Statutes at Large or controlling Supreme Court precedent.

# Federal Preemption and Invalidity of Policy 3226p

## – Supremacy of Constitutional Rights over Local Administrative Procedure –

This notice serves as formal rebuttal of any presumption of *parens patriae* authority over my child. As the lawful parent and natural guardian, I hereby assert that no agency of the state, including but not limited to this district, its agents, or any associated entity (CPS/DCYF), may stand in loco parentis or assume custody, control, or representation of my child without due process of law and judicial declaration of unfitness. This position is supported by controlling precedent in:

- **Troxel v. Granville, 530 U.S. 57 (2000)** — parental rights are fundamental liberty interests,
- **Meyer v. Nebraska, 262 U.S. 390 (1923)** — parental liberty in directing the upbringing of children is constitutionally protected,
- **Pierce v. Society of Sisters, 268 U.S. 510 (1925)** — states may not unreasonably interfere with the liberty of parents and guardians.

As such, I do not consent to any substitution of state guardianship or representative status under color of law.

All officers, board members, and agents of [School District Name] are **hereby formally notified** that **Policy 3226P** is **facially invalid, unconstitutional, and unenforceable** to the extent it purports to authorize or facilitate **interviews, interrogations, or detentions of minors** without full compliance with controlling federal law.

**The United States Constitution and Acts of Congress, as recorded in the Statutes at Large, are the supreme law of the land pursuant to Article VI, Clause 2 of the U.S. Constitution:**

*“This Constitution, and the Laws of the United States which shall be made in Pursuance thereof... shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.”*

This means that **no local board policy**, state statute, or administrative directive may override:

- Federally protected **parental rights**,
- Constitutional **due process guarantees**, and
- Supreme Court **jurisprudence on the rights of minors**.

## I. *Troxel v. Granville*, 530 U.S. 57 (2000) – Parental Rights are Fundamental

*“The interest of parents in the care, custody, and control of their children is perhaps the oldest of the fundamental liberty interests recognized by this Court.” — Troxel, at 65*

The Court held that **even a well-intentioned state statute** cannot override the **decisions of a fit parent** without clear and convincing justification.

Policy 3226P fails under *Troxel* because it:

- Authorizes school personnel to allow **outside government agents (e.g., CPS)** to question a child **without parent consent**,
- Fails to require parental **written authorization** or **physical presence**,
- And does not provide a mechanism for parental **objection** to override the scheduled interview.

This constitutes **a direct violation of the fundamental right to direct the upbringing of one's child**. No policy can supersede this liberty interest.

Furthermore, following the Supreme Court's holding in *Loper Bright Enterprises v. Raimondo*, No. 22-451 (2024), the doctrine of Chevron deference is now overruled. Public agencies, including CPS/DCYF, school boards, and administrative officials, **may not interpret vague statutes or internal policies as possessing force of law**. The judiciary—not administrative officers—now holds exclusive interpretive authority over statutory rights. Therefore, no district employee may claim reliance on internal policy to override constitutionally protected parental consent requirements.

## II. *In re Gault*, 387 U.S. 1 (1967) – Due Process Applies to Minors

*“Neither the Fourteenth Amendment nor the Bill of Rights is for adults alone.” — Gault, at 13*

In *Gault*, the Supreme Court declared that children are **entitled to full constitutional protections** in proceedings where their liberty is at stake, including:

- **Right to counsel**,
- **Right to notice**,
- **Right to remain silent**, and
- **Protection from coercive interrogation**.

Your district's claim that a child may be **interviewed alone** or with only a “principal or designee present” is **legally void** where:

- The interview relates to criminal allegations,
- The child may be **compelled to speak**, or
- The setting is **custodial or coercive in nature**.

## III. *Loper Bright Enterprises v. Raimondo* (2024) – Agencies Do Not Interpret Law

The Supreme Court **overruled Chevron deference**, holding that:

*“Courts must exercise independent judgment in interpreting statutory provisions.”*

As such:

- **CPS, DCYF, school districts, and boards of education** are no longer empowered to interpret ambiguous federal or constitutional provisions,

- Their interpretation of their own administrative policies **does not carry legal weight**,
- And **federal courts**, not school boards, now control **constitutional analysis** of student rights and parent authority.

**Policy 3226P is an administrative interpretation.** It has **no force** against controlling precedent.

## IV. Legal Conclusion

Any continued enforcement of Policy 3226P in its current form — especially as it applies to **interviewing a child without the prior written consent and presence of their parent or legal representative** — constitutes:

- **An act of unconstitutional overreach,**
- **A denial of federally protected rights,**
- **An invalid exercise of administrative authority, and**
- **An exposure to personal and official liability.**

This policy is not enforceable against myself or my child. Any application of it to my family, directly or indirectly, will constitute **willful trespass upon rights** and shall be documented as **evidence of malfeasance, misfeasance, and nonfeasance** for purposes of federal legal action.

## Children as Legal Persons with Limited Capacity

### – Incapacity to Waive Constitutional Rights without Parental or Legal Guardian Consent –

To all public officers, educators, administrators, board members, counselors, and agents operating under the authority or funding of [School District Name]:

This section places all parties on **formal legal notice** that under controlling federal jurisprudence, **a child is a person** for constitutional purposes, but **not a person with full legal capacity** to knowingly, intelligently, and voluntarily waive their federally protected rights.

Any district policy, including Policy 3226P, which attempts to rely on **student consent** to justify interviews, questioning, or participation in investigative procedures—**without parental or attorney oversight**—is **facially defective** and legally non-operative.

## I. U.S. Law Recognizes the Diminished Legal Capacity of Minors

Minors are presumed **incompetent** to:

- Enter into binding legal contracts,
- Consent to waive their Fifth Amendment rights,
- Comprehend custodial interrogation implications, or

- Be held to the same legal standards as fully competent adults.

*“[A] child’s age is far ‘more than a chronological fact.’ It is a fact that generates commonsense conclusions about behavior and perception.”*

— *J.D.B. v. North Carolina*, 564 U.S. 261 (2011)

Thus, any claim that a minor **consented to be questioned** in lieu of a parent or legal representative is a **legal nullity**, and such consent is **voidable** at law.

## II. *Miranda v. Arizona*, 384 U.S. 436 (1966) – Right to Remain Silent and to Counsel

The *Miranda* doctrine is **triggered by any custodial interrogation**, and explicitly applies to minors:

*“Without proper safeguards the process of in-custody interrogation... contains inherently compelling pressures which work to undermine the individual’s will to resist and to compel him to speak...”*

— *Miranda*, at 467

Your policy allows:

- Custodial-style questioning on school premises,
- No mandatory reading of *Miranda* rights, and
- No provision for automatic legal counsel or parental presence.

This is a **blatant violation** of the Fifth Amendment’s protection against **self-incrimination** and the **right to counsel**, particularly when applied to a minor who is not capable of legal waiver.

## III. *In re Gault*, 387 U.S. 1 (1967) – Children Are Entitled to Procedural Protections

In *Gault*, the U.S. Supreme Court declared:

*“Under our Constitution, the condition of being a boy does not justify a kangaroo court.”*

The Court mandated that **minors are entitled to the same constitutional protections** as adults in any setting where:

- Their liberty is threatened,
- The questioning could be used to support disciplinary or criminal action, or
- The outcome affects their rights or reputation.

Your policy offers **no procedural protections** for:

- Documentation of consent,
- Provision of legal counsel, or
- Safeguards against coercion.

A child questioned under these circumstances may be:

- **Involuntarily compelled,**
- **Unable to articulate objection,** and
- **Psychologically manipulated** under authority pressure.

#### IV. Legal Conclusion: Consent Without Capacity is Void

Because my child, [Student Full Legal Name], is a **minor under the age of full legal capacity**, no claim that the child “consented” to an interview, interrogation, or questioning **shall be recognized as valid** by law without:

- My **written, signed consent**, and
- My **physical presence** or the presence of a licensed legal representative.

All policies, procedures, or staff actions relying on “student consent” to override parental presence are **invalid ab initio**, and constitute **willful misconduct** and **constructive fraud** if enforced in spite of this notice.

Such conduct shall be documented and preserved as evidence of:

- **Civil rights violations,**
- **Negligence,**
- **Color of law abuse,** and
- **Actionable torts** in both **personal and professional capacity.**

## Fiduciary Duty, Commercial Consequences, and Federal Funding Liabilities

### – Enforcement of Personal and Official Liability for Breach of Public Trust –

This notice section formally asserts that **all individuals operating under public authority**, particularly those employed by or affiliated with federally funded educational institutions, are **fiduciaries** under federal law.

Any abuse or misuse of federal Title IV funds or state-administered CPS partnerships, executed in contradiction to parental due process, constitutes commercial trespass upon Treasury-secured collateral, invoking liability under 31 CFR § 225.11.

The district cannot claim immunity when it has entered into federal funding agreements involving trust obligations.

As such, you are **commercially and personally liable** for:

- **Misconduct under color of law,**
- **Breach of duty arising from public trust,** and

- Violations of the federal conditions attached to funding under Titles IV, VI, and IX of the Civil Rights Act and related statutes.

When the government enters into a commercial field of activity, it leaves immunity behind. (*Land v. Dollar*, 338 U.S. 731, 1947).

As such, any school district or public agency that enters into contractual receipt of federal funds — including Title I, IV-E, and IDEA — becomes subject to **fiduciary standards** and waives immunity for ultra vires conduct. (*Brady v. Roosevelt*, 317 U.S. 575; *Kiefer v. RFC*, 306 U.S. 381).

## I. Federal Funding Creates a Fiduciary Trust Duty

Every recipient of federal funds is deemed a **public fiduciary**, and is bound by the conditions imposed by Congress via its spending power under Article I, Section 8 of the Constitution.

This includes:

- Title VI of the Civil Rights Act of 1964 (78 Stat. 252)
- Title IX of the Education Amendments of 1972 (86 Stat. 373)
- Section 504 of the Rehabilitation Act of 1973 (87 Stat. 355)
- Public Law 93-579, The Privacy Act of 1974 (88 Stat. 1896)

The fiduciary obligations include:

- **Non-discrimination,**
- **Due process,**
- **Respect for privacy,**
- **Affirmative duties to avoid retaliation,** and
- **Preservation of parental rights as a protected class** under procedural equity.

*“The receipt of federal funds is conditioned on compliance with civil rights and due process guarantees. Violations constitute breach of contract and commercial liability.”*

— Cong. Rec., Title VI Enforcement, Civil Rights Act Hearings, 1964

## II. Legal Consequences for Violation of Funding Terms

### A. Personal Liability

When a public official acts outside the bounds of law or policy with reckless or knowing disregard of rights:

- Qualified immunity is lost.
- They may be **sued in their personal capacity**.
- Damages are not shielded by the state or district.

This was reinforced in:



*Hafer v. Melo*, 502 U.S. 21 (1991):

*“State officials, sued in their individual capacities, are ‘persons’ within the meaning of § 1983.”*

## **B. Commercial Liability – Return of Funds / Withdrawal of Funding**

The U.S. Department of Education and Office for Civil Rights (OCR) are empowered to:

- Initiate **compliance reviews**,
- **Withdraw federal funding**, or
- Refer violations for **civil and criminal prosecution**.

Any district employee who knowingly enables unlawful interviews or fails to enforce consent protections risks exposing the entire district to:

- **Loss of Title VI or Title IX funds**,
- **Investigation by OCR or Department of Justice**,
- **Federal civil rights lawsuits**, and
- **Litigation-triggered contractual penalties** under 31 U.S.C. § 3729 (False Claims Act).

## **C. Commercial Trespass and Trust Fraud**

Attempting to override this parental notice without lawful authority constitutes:

- **Commercial trespass**,
- **Breach of trust**, and
- **Bad-faith administrative action**, giving rise to tortious and equitable remedies.

This is a self-executing notice that any further invocation of **Policy 3226P** against my child or family shall be interpreted as:

- **Waiver of all immunity**,
- **Admission of fiduciary breach**, and
- **Agreement to personal assumption of liability**.

The undersigned retains all commercial rights and remedies under the Uniform Commercial Code and public trust doctrine. Any future violation of this notice shall constitute a breach of fiduciary contract, authorizing the filing of a **commercial lien**, **Notice of Trespass upon Trust**, and/or **claim for civil damages** in the form of Federal Tort Claims Act (FTCA) presentment, or equivalent action for fiduciary malfeasance and negligent endangerment of a minor. The lawful consideration for this lien includes parental authority, federal funding compliance, and rights secured under public law and trust principles.

## **Final Demand, Execution Clause, and Preservation of Rights for Federal Action**

– **Binding Notice of Intent to Preserve Claims for Civil and Criminal Proceedings** –

To all parties named and unnamed, acting individually or in any official, corporate, administrative, or representative capacity on behalf of [School District Name], the following final declarations and legal instruments are now entered into the record.

All parties are hereby placed on notice that any future reliance on Policy 3226P, or any district-derived instrument, in contradiction to this declaration shall invoke 18 U.S.C. § 242 and 42 Stat. 146 jurisdiction, and be treated as a knowing act of **color of law abuse**. Notice has been perfected. Opportunity to cure has been granted. Any future act shall constitute **malicious intent** and **personal assumption of liability** under federal law.

Government officials, including school administrators, are not entitled to immunity when their actions are clearly outside statutory jurisdiction. Immunity does not shield ultra vires acts or those under color of law where due process is absent.

“Immunity for judges does not extend to acts which are clearly outside of their jurisdiction.” (Muller v. Wachtel, 345 F. Supp. 160 (D.C.N.Y. 1972); Rhodes v. Houston, 202 F. Supp. 624).

## I. Final Demand and Instruction for Remedial Action

You are hereby directed and lawfully required to:

**1. Cease and desist** from any future action under Policy 3226P that permits or facilitates the interview, interrogation, or questioning of my minor child:

- Without **prior written consent** of the parent or legal guardian,
- Without the **physical presence** of such parent or legal counsel, and
- Without **full procedural safeguards** including documented advisement of rights.

**2. Place this multi-section legal notice** in the permanent file of my child, [Full Name], and provide confirmation that it is distributed to:

- The school principal,
- The district superintendent,
- The entire Board of Education,
- All school counselors, law enforcement liaisons, and
- Any other agent or party that could come into direct contact with my child in matters of interrogation or investigation.

**3. Confirm in writing** within ten (10) business days that:

- This notice has been received,
- The policies referenced have been suspended or amended, and
- All relevant parties have been informed of their obligations and liability exposure.

Failure to comply constitutes **constructive fraud**, **bad faith**, and **tacit admission of liability**.

## II. Reservation of Rights and Intent to Pursue Federal Remedies

Let this letter serve as a **reservation of all rights**, including but not limited to:

- The right to **seek declaratory and injunctive relief** in federal court,
- Judges not only can be sued over their official acts, but could be held liable for injunctive and declaratory relief and attorney's fees." (Lezama v. Justice Court, A025829),
- The right to file a formal **complaint with the U.S. Department of Education, Office for Civil Rights**,
- The right to initiate a **civil rights lawsuit** pursuant to 42 Stat. 146 (1871),
- The right to seek **criminal prosecution** under 18 U.S.C. § 242 (Deprivation of Rights Under Color of Law), and
- The right to seek **commercial remedies** for breach of fiduciary trust and federal contract violations.

All relevant facts, correspondence, email communications, audio or video surveillance footage, logs, interview records, and notes **must be preserved** under the doctrine of **spoliation of evidence** and **anticipation of litigation**.

This communication constitutes a **self-executing instrument**. No further notice is required prior to commencement of legal or administrative remedies.

## III. Execution and Certification

Respectfully presented under penalty of perjury under the laws of the United States of America.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_ ©  
[Full Legal Name of Parent/Guardian]  
All Rights Reserved – Without Prejudice, UCC 1-308

[Full Name of Student] (if desired)  
All Rights Reserved – Minor Capacity Reserved

# Notary Acknowledgment

State of \_\_\_\_\_ )

County of \_\_\_\_\_ ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned Notary Public, personally appeared:

Subscribed and sworn before me this day of \_\_\_\_\_, by [Your Name], who affirms under penalty of perjury under the laws of the United States of America that the facts and legal conclusions herein are true, correct, and enforceable across all jurisdictions and venues, foreign and domestic.

(If student signs:)

[Full Name of Student], known to me (or satisfactorily proven) to be the individual whose name is also subscribed, and who has affirmatively declared that he or she signs under protection of minor capacity and parental authority.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

My commission expires: \_\_\_\_\_

[Seal]