

## **Students**

### **Residence**

#### **Resident Students**

Only students living within the boundaries of the District have the right to attend its schools. According to The School Code, a child who moves from the school district during the school year is permitted to complete the school year. The District does not accept non-resident students or tuition students.

A person asserting legal custody over a student, who is not the child's natural or adoptive parent, shall complete a signed statement stating: (a) that he or she has assumed and exercises legal responsibility for the child, (b) the reason the child lives with him or her, other than to receive an education in the District, and (c) that he or she exercises full control over the child regarding daily educational and medical decisions in case of emergency. If the District knows the current address of the child's natural or adoptive parent, the District shall request in writing that the person complete a signed statement or affidavit stating: (a) the role and responsibility of the person with whom their child is living, and (b) that the person with whom the child is living has full control over the child regarding daily educational and medical decisions in case of emergency.

A student whose family moves out of the District during the school year will be permitted to attend school for the remainder of the year without payment of tuition.

When a student's change of residence is due to the military service obligation of the student's legal custodian, the student's residence is deemed to be unchanged for the duration of the custodian's military service obligation if the student's custodian made a written request. The District, however, is not responsible for the student's transportation to or from school.

If, at the time of enrollment, a dependent child of military personnel is housed in temporary housing located outside of the District, but will be living within the District within six months after the time of initial enrollment, the child is allowed to enroll, subject to the requirements of State law, and must not be charged tuition.

#### **Homeless Children**

Any homeless child shall be immediately admitted, even if the child or child's parent/guardian is unable to produce records normally required to establish residency. Board policy 6:140, *Education of Homeless Children*, and its implementing administrative procedure, govern the enrollment of homeless children.

#### **Challenging a Student's Residence Status**

If the Superintendent or designee determines that a student attending school on a

tuition-free basis is a non-resident of the District for whom tuition is required to be charged, he or she on behalf of the School Board shall notify the person who enrolled the student of the tuition amount that is due. The notice shall detail the specific reasons why the Board believes that the student is a nonresident of the District and shall be given by certified mail, return receipt requested. The person who enrolled the student may challenge this determination and request a hearing as provided by the School Code, 105 ILCS 5/10-20.12b.

### **Delayed Residency**

is the intent of the District to provide an opportunity for parent(s)/guardian(s) who are moving into the District during the first trimester to enroll their child(ren) at the beginning of the school year, even though residency will not be established by the first day of school. This policy does not create a tuition-paying system for student(s) It who live outside the District, and is available only to those families that meet the conditions established herein.

Upon the Superintendent's approval of the application of the parent(s)/guardian(s) of a non-resident student(s) who have taken steps indicating a desire and intention to move into the District, such parent(s)/guardian(s) may, upon fulfilling the requirements herein contained, be permitted to enroll the prospective student(s) in the District schools upon depositing with the Business Office an advance monetary guarantee amount as set forth herein.

To be eligible for enrollment, the parent(s)/guardian(s) must submit the following documentation to verify that the family reasonably expects to have established a residence, within the District, into which they will be moving prior to the end of the first trimester:

- 1.a. Home purchase contract including set guaranteed confirmation for occupancy date that falls during the first trimester, or;
- 1.b. If new construction, the parent(s)/guardians) must also provide written verification from the contractor/builder regarding closing date of the purchase and transfer of title and occupancy that falls during the first trimester, or;
- 1.c. Executed rental agreement including verification date for beginning of the lease (must be before the end of the first trimester) and continuing to at least the end of the current school year; and
2. Written authority for the District to contact the representative of the Seller, Landlord, or Contractor/Builder who will be contacted for confirmation before any approval.

If the parent(s)/guardian(s) cannot submit proof that they will be moving into the District by the last day of the first trimester, early entrance is not an option and will not be approved.

If the proposed early entrance is approved, the parents shall, for each enrolled child, submit to the District, in the form of a Cashier's Check, a guarantee deposit in the amount of one-third (1/3) of the yearly tuition charge per student, as documented in the District's most recent Annual Financial Report, applicable to the first trimester period, which will be deposited and held by the District until the end of the first trimester period. The parent(s)/guardian(s) will also sign an Agreement that the District will return the deposit if the family permanently moves in to the designated residence within the first trimester period, but if residency is not established during that time, the deposit will be forfeited and the District will permanently retain the funds.

The continuation of the student(s) in the District for the second trimester will be contingent upon the Superintendent's approval of the documentation that the family will establish residency in the District during the second trimester and the deposit of a similar Cashier's Check with the District, subject to similar conditions noted above, for one-third (1/3) of the yearly tuition charge per student, applicable to the second trimester period. The parents will sign an Agreement that the District will return the deposit if the family permanently moves in within the second trimester period, but if the residency is not established during that time, the deposit will be forfeited and the District will permanently retain the funds.

The continuation of the student(s) in the District for the third trimester will be subject to the same conditions as outlined for the first and second trimesters.

LEGAL.: 42 U.S.C. 11431 et seq. McKinney-Vento Homeless Assistance Act,  
105 ILCS 5/10-20. 12a 5/10-20.12b, 5/10-22.5, and 5/10-22.5a.  
105 ILCS 45/, Education for Homeless Children Act,  
105ILCS 70/, Educational Opportunity for Military Children Act.  
23 Ill.Admin.Code 1.240.  
Israel S. by Owens v. Bd. of Educ. Of Oak Park and River Forest High Schl Dist. 200 235 Ill. App.3d 652 (5<sup>th</sup> Dist.1992)  
Joel R. v. Board of Education of Manheim School District 83, 292 Ill.App.3d206 (1<sup>st</sup> Dist.1997).  
Kraut v. Rachford, 366 N.E.2d 497 (Ill. App.1,1977).

CROSS REF.: 6:140 (Education of Homeless Children),  
7:50 (School Admissions and Student Transfers To and From Non-District Schools,)  
7:70 (Attendance and Truancy)

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