

## Students

### Residence

#### Resident Students

Only students who are residents of the District may attend a District school without a tuition charge, except as otherwise provided below or in State law. A student's residence is the same as the person who has legal custody of the student. However, notwithstanding any requirements in this Policy, Administrative Procedure, or Handbook, for the 2020-21 school year, teachers who are not residents of the District will be allowed to enroll their children without a tuition charge, provided:

1. The teacher can demonstrate to the Administration's satisfaction that the teacher cannot secure adequate child care for a child age 12 or under due to COVID-related reasons; and
2. That the school(s) can accommodate the students' attendance while maintaining physical distancing standards and without requiring the employment of additional staff members.
3. Attendance requests pursuant to this provision must be approved by the Administration.

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 Power of Attorney 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 60 days 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.

#### Requests for Non-Resident Student Admission

Except as otherwise provided herein, non-resident students may not attend District schools.

#### Early Entrance/Delayed Residency

It is the intent of the District to provide an opportunity for parents/guardians who are moving into the District to enroll their child(ren), even though residency will not be established by the first day of school. This policy does not create a tuition-paying system, but 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 tuition guarantee amount as set forth herein.

To be eligible for enrollment, the parent(s)/guardian(s) must submit the following to indicate that the family has established a residence within the District into which they will be moving prior to the end of the first trimester, supported by executed documents demonstrating proof of intent to become a resident as follows:

1. Home purchase contract including set guaranteed confirmation for occupancy date that falls during the first trimester, or;
2. If new construction, verification from the contractor/builder regarding closing date of the purchase and transfer of title and occupancy date that falls during the first trimester, or;
3. 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
4. Written authority 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 no later than the last day of the first trimester, early entrance is not an option and will not be approved.

If the proposed attendance is approved, the parents shall, for each enrolled child, submit to the District one-third (1/3) of the yearly tuition applicable to the first trimester period, deposited with the District in the form of a Cashier's Check or irrevocable Certified Check, which will be deposited and the funds held by the District until the end of the first trimester period. The tuition deposit will be waived for families who produce evidence that they would qualify for a waiver of student fees pursuant to Board Policy 4:140, and reduced by half for families whose children would qualify for reduced meal costs under Board Policy 4:130.

The parents will also sign an Agreement that the District will return the deposit if they permanently move in within the first trimester period, but if residency is not established during the first trimester, the deposit will be forfeited and the District will permanently retain the funds. The Agreement will also include that the student will be automatically disenrolled, without further action by the Board of Education, at the end of the first trimester. Any extensions beyond the first trimester, due to events outside the parents' control, will be at the sole and non-reviewable discretion of the Superintendent.

#### Admission of Non-Resident Students Pursuant to an Agreement or Order

Non-resident students may attend District schools tuition-free pursuant to:

1. A written agreement with an adjacent school district to provide for tuition-free attendance by a student of that district, provided both the Superintendent or designee and the adjacent district determine that the student's health and safety will be served by such attendance.
2. A written agreement with cultural exchange organizations and institutions supported by charity to provide for tuition-free attendance by foreign exchange students and non-resident pupils of charitable institutions.
3. According to an intergovernmental agreement.
4. Whenever any State or federal law or a court order mandates the acceptance of a non-resident student.

### 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. School 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 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.

LEGAL REF.: McKinney Homeless Assistance Act, 42 U.S.C. §11431 et seq.  
105 ILCS 5/10-20.12a, 5/10-20.12b, and 5/10-22.5.  
105 ILCS 45/  
23 Ill.Admin.Code §1.240.  
Israel S. by Owens v. Board of Educ. of Oak Park and River Forest High School  
Dist. 200, 601 N.E.2d 1264 (Ill.App.1, 1992).  
Joel R. v. Board of Education of Manheim School District 83, 686 N.E.2d 650  
(Ill.App.1, 1997).  
Kraut v. Rachford, 366 N.E.2d 497 (Ill.App.1, 1977).

CROSS REF.: 6:15 (School Accountability *containing* "School Choice for Students Enrolled in a School Identified for Improvement, Corrective Action, or Restructuring"),  
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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