

# BOARD POLICY

JBCB

## STUDENTS NONRESIDENT STUDENTS

**AUGUST 1994**

As a general rule, the school district does not accept nonresident students. The superintendent may make exceptions to this rule in accordance with administrative procedures.

The Board of Education will consider out of district school of choice students in specialized programs and through limited school of choice options only if doing so benefits resident students by preserving programs.

As a general rule, the school district does not sign off on resident students wishing to attend another public school outside the district. The superintendent may make exceptions to this rule in accordance with administrative procedures.

### ~~TUITION DEFINITION:~~

~~The tuition rate will be uniform and the charge shall be the per capita operating cost as determined, less the gross per pupil membership guarantee provided under section 21 (1).~~

### **Tuition Fees**

Tuition fees for students accepted by the superintendent or designee from outside the school district's boundaries shall be established annually by the Board of Education according to law.

# ADMINISTRATIVE PROCEDURES

JBCB

## STUDENTS NONRESIDENT STUDENT

JULY 2011

1. A student whose parent or guardian is both a resident of the State of Michigan and an employee of the Livonia Public Schools School District is eligible to enroll. For purposes of this Administrative Procedure, an 'employee' is defined as an individual who works for the school district on a schedule that regularly includes at least twelve (12) hours of work per week while school is in session, and specifically excludes substitutes, coaches, and contracted leisure time instructors in the Department of Community Education. The school district may condition the enrollment of such a student on the school district's receipt of all funds to which the student's resident school district would have been entitled to receive had the student enrolled in his or her resident school district. The school building in which such a student is placed is within the discretion of the school district, and the school district specifically reserves the right to deny enrollment due to classroom or space limitations. In the event that the parent or guardian no longer meets the definition of 'employee' set forth above, or in the event that the school district eliminates this program, the student will be eligible to complete the academic year.
2. A student of high school senior status who completed his/her junior year in the Livonia Public Schools School District and whose parent or guardian has moved from the district may complete his/her senior year on a tuition basis.\*
3. A student from a surrounding school district interested in enrolling in a class in the Livonia Career Technical Center in which seats are available, after all requests from Livonia Public Schools' students have been met, may enroll on a tuition contracted cooperative agreement basis. This enrollment is subject to the review and approval of both the Livonia Public Schools and the student's home school district. The fee will be paid by the school district in which the student resides.
4. A student whose district of residence changes to a district outside the Livonia Public Schools School District after the pupil membership count date and before the supplemental count date, and who continues to be enrolled with the Livonia Public Schools School District on the supplemental count date, may continue to be enrolled for the balance of that school year. The Child Pupil Accounting office must be notified in writing of any students attending Livonia Public Schools but residing outside the district.
5. A student whose parent or guardian has a legal offer to purchase a home or lease or rent a dwelling in the Livonia Public Schools School District may enroll in the district on a tuition basis until residency requirements are completed.\*

**\*In these cases, a tuition waiver will be requested from the resident district. Any funds received from a resident district waiver approval will be applied to tuition due.**

6. Completion of a tuition enrollment packet (~~see JBCB Exhibit~~) and a \$500 deposit in the form of a check will be required of a parent or guardian for a student enrolling in the district under this policy, unless enrolling under Paragraph 1 above. The check will be held pending completion of the closing on the property. The deposit will be used to offset any possible tuition. If the closing occurs within the semester\* in which the student has been enrolled, the entire deposit will be returned; if, on the other hand, the closing has not been completed during that semester\* but, rather, the subsequent semester\*, that \$500 will be a partial payment for the tuition costs due. The ~~Chief Financial Officer~~ **Director of Finance** will notify the Accounts Receivable Department **staff** to bill the parent or guardian for the balance.

**CURRENT LIVONIA PUBLIC SCHOOLS' RESIDENTS MAY ENROLL THEIR CHILDREN IN THE NEW SCHOOL OF ATTENDANCE WHERE THEY ARE PURCHASING THEIR NEW HOME WITHOUT A TUITION DEPOSIT.**

7. All persons who cannot produce the proper evidence of home ownership, rental, or lease agreement must have the Livonia resident they are living with complete the Residency Affidavit (~~see JBCB Exhibit~~), keep one copy in the principal's office and forward the original to the ~~child~~ **Pupil** Accounting office.
8. For all nonresident students in the catchment area programs (i.e., ~~Webster, Ford, Autistic, M.C.I., and the Visually Impaired Program~~ **MOCI, ASD, Work Skills, and Visually Impaired programs**), the Livonia Public Schools School District assumes the validity of those students' residencies as being established in the school district from which they came and does not require any further formal verification.
9. A student who, due to unique circumstances as deemed by the superintendent, would benefit through enrollment in the Livonia Public Schools' program may enroll on a contracted basis.
10. Athletic eligibility for incoming high school students is not automatic and must be determined by the principal and athletic director based on Michigan High School Athletic Association guidelines.

**\*As defined by the secondary calendar**

# BOARD POLICY

JBCBA

## STUDENTS TUITION FEES

JUNE 20, 1988

Tuition fees for students accepted by the superintendent or designee from outside the school district's boundaries shall be established annually by the Board of Education according to law.

LEGAL REF.: MCLA, 380.1401; 380.1406; 380.1407; 380.1408; 380.1415; 388.1711 *et seq.*; 388.1718 (Legal References Updated 3/12/07)

# EXHIBIT (1)

JBCB

RESIDENCY AFFIDAVIT

October 14, 2003

## LIVONIA PUBLIC SCHOOLS Livonia, MI

(A separate Affidavit must be completed for each student/enrollee.)

### PARENT/GUARDIAN RESIDENCY AFFIDAVIT

I, \_\_\_\_\_, declare that I physically reside at  
(Print Name of Resident)

\_\_\_\_\_, Michigan, and that I have no  
(Address)

residence other than that listed on this Affidavit.

I also declare that I am in compliance with the State of Michigan General School Laws, which require that students attend school in the district in which they reside with their parents or legal guardians.

In order to affirm my residency in the Livonia Public Schools School District, I have presented certain documents with my address to school officials. I declare that these documents are true and accurate and further, I am aware that the deliberate falsification of information for school attendance purposes is unlawful.

I am aware that unlawfully enrolled students will be dismissed from school immediately, and I will be liable for all costs incurred while the student was enrolled in the Livonia Public Schools School District.

By signing below, I attest that the information contained and representations made herein are true.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

a Notary Public in and for \_\_\_\_\_ County, State of Michigan

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_, 2\_\_\_\_

# EXHIBIT (2)

JBCB

## RESIDENCY AFFIDAVIT

October 14, 2003

### LIVONIA PUBLIC SCHOOLS Livonia, Michigan

(A separate Affidavit must be completed for each student/enrollee.)

### HOMEOWNER RESIDENCY AFFIDAVIT

I, \_\_\_\_\_, declare that I physically reside at  
(Print Name of Homeowner)

\_\_\_\_\_, Michigan, and that those listed below  
(Address)

reside at this address also.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

I am aware that the deliberate falsification of information for school attendance purposes is unlawful.

I hereby promise and agree that if any of the information contained in this affidavit should change, I will immediately inform the school district in writing.

I hereby accept and agree that if any information contained herein is untrue, the school district will:

1) Immediately disqualify Student as a resident pupil of the school district and same shall be grounds for preventing him/her from attending school in or for removing him/her as a student of the school district in or for removing him/her as a student of the school district; and

2) Immediately render me personally liable for and obligated to pay tuition for him/her for all periods of time he/she was a non-resident pupil of the school district.

Finally, I hereby accept and agree to the following:

1) That student's status as a resident pupil is subject to continuous review and determination by the district; and

2) The tuition I have obligated myself and agreed to pay shall be the highest tuition allowable by law.

Homeowner Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

a Notary Public in and for \_\_\_\_\_ County, State of Michigan

Notary Public Signature \_\_\_\_\_

My Commission Expires: \_\_\_\_\_, 20\_\_\_\_