



**AFFIDAVIT OF RESIDENCY**  
**RESIDENT HOMEOWNER/GUARANTOR AGREEMENT**  
\*USE FOR SITUATIONS WHEN PARENT/GUARDIAN IS NOT THE HOMEOWNER

Students who attend District 53 schools receive an excellent education and comprehensive support services to meet their needs. The cost of providing these services is high, and most of the financial burden to fund the schools is placed on residents of District 53 through property taxes. Only residents of District 53, i.e., those who physically occupy and live within a home in the Butler 53 School District boundaries, are eligible for enrollment on a tuition-free basis. Mere ownership of a residence within the boundaries of District 53 does not constitute legal residency. Non-resident students who are unlawfully enrolled in our schools put an additional burden on District 53 taxpayers. Consequently, District 53 works cooperatively and continuously with the Village of Oak Brook to ensure that all students enrolled in its schools are residents of District 53.

District 53 policy requires parents/guardians to annually submit documents at the time of registration to verify their children’s residency within the District. If the information received does not satisfactorily confirm a student’s residency, District 53 will take additional steps to verify the student’s residency status. These additional steps may include, but are not limited to:

- Requesting additional documentation to verify the student’s residency status;
- Contacting realtors or lending institutions;
- Contacting the Village of Oak Brook; and/or
- Conducting a home visit.

If District 53 determines that an enrolled student does not qualify as a resident of the District for school attendance purposes, the individual who enrolled the student will be:

- Notified of the Administration’s determination of non-residency and the student’s immediate removal from school; and
- Charged tuition as required by State law for each day of the student’s attendance in District 53.

If the individual who enrolled the student does not remit payment of tuition charges, District 53 will:

- Take legal steps to collect tuition from the individual who enrolled the student; and/or
- Seek a judgment to be recorded against the individual who enrolled the student.

The Resident Homeowner/Guarantor states as follows:

1. I/We, \_\_\_\_\_ (*insert name(s)*), am the Homeowner/Guarantor of the residence located at \_\_\_\_\_ (*insert address*).
2. \_\_\_\_\_ (*insert name of student*) and his/her parent(s)/guardian(s), \_\_\_\_\_ (*insert name(s) of parent(s)/guardian(s)*), have been living at the above address since \_\_\_\_\_ (*insert date*) and to the best of my knowledge will continue to reside at this address until \_\_\_\_\_ (*insert date*).
3. The student named above and his/her parent(s)/guardian(s) are residing with me/us because \_\_\_\_\_ (*insert explanation*).
4. If the student named above is determined to be a nonresident of District 53, and the student’s parent(s)/guardian(s) do not remit tuition payment upon a determination of non-residency, I/we accept responsibility for and guarantee prompt payment of said tuition amount.

***For both the Parent/Guardian and the Homeowner/Guarantor:***

**Our signatures below indicate our understanding that only residents of District 53, i.e., those who physically occupy and live within a home in the Butler 53 School District boundaries, are eligible to attend District 53 schools on a tuition-free basis. We understand that it is our responsibility to verify whether our residence is within the boundaries of District 53 and that we cannot rely upon District 53 to ascertain or confirm our residence within District 53. We further understand that it is our joint obligation to notify District 53 of any change in residency. We acknowledge that if our student(s) is determined to be a non-resident of District 53, we shall be liable for the full tuition cost for each school day our student was enrolled in District 53. We hereby acknowledge and guarantee that in the event there is an investigation, hearing and or judicial ruling of any kind resulting in a determination that our student(s) is not a resident of District 53 at any time after the signing of this Affidavit, we shall be personally liable for all expenses related to the determination of non-residency by District 53, including, but not limited to investigation expenses, attorney's fees, hearing fees, consulting fees, travel expenses and collection expenses in addition to the tuition charge as established by the *Illinois School Code*. We acknowledge that any person who enrolls or attempts to enroll in the schools of a school district, on a tuition-free basis, a pupil known by that person to be a nonresident of the district, or any person who presents to any school district any false information regarding the residency of a pupil for the purpose of enabling that pupil to attend any school in that district without the payment of a nonresident tuition charge, shall be guilty of a Class C misdemeanor. We understand that if District 53 determines that we have provided false information about a student's residency within Butler School District 53, we may be referred for criminal prosecution.**

***For the Parent/Guardian Only***

**By signing below, I consent to the release and exchange of student residency information and records between Butler School District 53 and the Resident Homeowner/Guarantor listed below.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Student's Name (Please Print)                      Grade

\_\_\_\_\_  
Student's Name (Please Print)                      Grade

\_\_\_\_\_  
Student's Name (Please Print)                      Grade

\_\_\_\_\_  
Student's Name (Please Print)                      Grade

\_\_\_\_\_  
Parent's/Guardian's Name: (Please Print)

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

\_\_\_\_\_  
Address of Parent/Guardian and Student

\_\_\_\_\_  
Resident Homeowner/Guarantor Name

\_\_\_\_\_  
Resident Homeowner/Guarantor Relationship to Student

\_\_\_\_\_  
Signature of Guarantor/Resident Homeowner

\_\_\_\_\_  
Address of Resident Homeowner/Guarantor

\_\_\_\_\_  
Phone Number of Resident Homeowner/Guarantor

***BOTH THE RESIDENT HOMEOWNER/GUARANTOR AND PARENT/GUARDIAN MUST SIGN THIS FORM.***

SUBSCRIBED and SWORN to                      (Seal)  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC