

SUBTITLE B:
Education for Homeless Children and Youth Program
Grant Assurances

SEC. 722(g) GRANTS FOR STATE AND LOCAL ACTIVITIES FOR THE EDUCATION OF HOMELESS CHILDREN AND YOUTH.

(3) LOCAL EDUCATIONAL AGENCY REQUIREMENTS-

(A) IN GENERAL- The local educational agency serving each child or youth to be assisted under this subtitle shall, according to the child's or youth's best interest—

(i) continue the child or youth's education in the school of origin for the duration of homelessness—

(I) in any case in which a family becomes homeless between academic years or during an academic year; or

(II) for the remainder of the academic year, if the child or youth becomes permanently housed during an academic year; or

(ii) enroll the child or youth in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.

(B) BEST INTEREST - In determining the best interest of the child or youth under subparagraph (A), the local educational agency shall—

(i) to the extent feasible, keep a homeless child or youth in the school of origin, except when doing so is contrary to the wishes of the child's or youth's parent or guardian;

(ii) provide a written explanation, including a statement regarding the right to appeal under subparagraph (E), to the homeless child's or youth's parent or guardian, if the local educational agency sends such child or youth to a school other than the school of origin or a school requested by the parent or guardian; and

(iii) in the case of an unaccompanied youth, ensure that the homeless liaison designated under paragraph (1)(J)(ii) assists in placement or enrollment decisions under this subparagraph, considers the views of such unaccompanied youth, and provides notice to such youth of the right to appeal under subparagraph (E).

(C) ENROLLMENT -

(i) The school selected in accordance with this paragraph shall immediately enroll the homeless child or youth, even if the child or youth is unable to produce records normally required for enrollment, such as previous academic records, medical records, proof of residency, or other documentation.

(ii) The enrolling school shall immediately contact the school last attended by the child or youth to obtain relevant academic and other records.

(iii) If the child or youth needs to obtain immunizations, or immunization or medical records, the enrolling school shall immediately refer the parent or guardian of the child or youth to the local educational agency liaison designated under paragraph (1)(J)(ii), who shall assist in obtaining necessary immunizations, or immunization or medical records, in accordance with subparagraph

(D). 14

(D) RECORDS - Any record ordinarily kept by the school, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless child or youth shall be maintained—

(i) so that the records are available, in a timely fashion, when a child or youth enters a new school or school district; and

(ii) in a manner consistent with section 444 of the General Education Provisions Act (20 U.S.C. 1232g).

(E) ENROLLMENT DISPUTES - If a dispute arises over school selection or enrollment in a school—

(i) the child or youth shall be immediately admitted to the school in which enrollment is sought, pending resolution of the dispute;

(ii) the parent or guardian of the child or youth shall be provided with a written explanation of the school's decision regarding school selection or enrollment, including the rights of the parent, guardian, or youth to appeal the decision;

(iii) the child, youth, parent, or guardian, shall be referred to the local educational agency liaison designated under paragraph (1)(J)(ii), who shall carry out the dispute resolution process as described in paragraph (1)(C) as expeditiously as possible after receiving notice of the dispute; and

(iv) in the case of an unaccompanied youth, the homeless liaison shall ensure that the youth is immediately enrolled in school pending resolution of the dispute.

(F) PLACEMENT CHOICE - The choice regarding placement shall be made regardless of whether the child or youth lives with the homeless parents or has been temporarily placed elsewhere.

(G) SCHOOL OF ORIGIN DEFINED - In this paragraph, the term 'school of origin' means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

(H) CONTACT INFORMATION - Nothing in this subtitle shall prohibit a local educational agency from requiring a parent or guardian of a homeless child to submit contact information.

(4) COMPARABLE SERVICES –

Each homeless child or youth to be assisted under this subtitle shall be provided services comparable to services offered to other students in the school selected under paragraph (3), including the following:

(A) Transportation services.

(B) Educational services for which the child or youth meets the eligibility criteria, such as services provided under Title I of the Elementary and Secondary Education Act of 1965 or similar State or local programs, educational programs for students with limited English proficiency.

(C) Programs in vocational and technical education.

(D) Programs for gifted and talented students.

(E) School nutrition programs. 15

(5) COORDINATION -

(A) IN GENERAL - Each local educational agency serving homeless children and youth that receives assistance under this subtitle shall coordinate -

- (i) the provision of services under this subtitle with local social services agencies and other agencies or programs providing services to homeless children and youths and their families, including services and programs funded under the Runaway and Homeless Youth Act (42 U.S.C. 5701 et seq.); and
- (ii) with other local educational agencies on interdistrict issues, such as transportation or transfer of school records.

(B) HOUSING ASSISTANCE - If applicable, each State educational agency and local educational agency that receives assistance under this subtitle shall coordinate with State and local housing agencies responsible for developing the comprehensive housing affordability strategy described in section 105 of the Granston-Gonzalez National Affordable Housing Act (42 U.S.C. 12705) to minimize educational disruption for children and youths who become homeless.

(C) COORDINATION PURPOSE - The coordination required under subparagraphs (A) and (B) shall be designed to--

- (i) ensure that homeless children and youth have access and reasonable proximity to available education and related support services; and
- (ii) raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness.

(6) LOCAL EDUCATIONAL AGENCY LIAISON-

(A) DUTIES - Each local educational agency liaison for homeless children and youth, designated under paragraph (1)(J)(ii), shall ensure that--

- (i) homeless children and youth are identified by school personnel and through coordination activities with other entities and agencies;
- (ii) homeless children and youth enroll in, and have a full and equal opportunity to succeed in, schools of that local educational agency;
- (iii) homeless families, children, and youth receive educational services for which such families, children, and youth, are eligible, including Head Start and Even Start programs and preschool programs administered by the local educational agency, and referrals to health care services, dental services, mental health services, and other appropriate services;
- (iv) the parents or guardians of homeless children and youth are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;
- (v) public notice of the educational rights of homeless children and youth is disseminated where such children and youth receive services under this Act, such as schools, family shelters, and soup kitchens;
- (vi) enrollment disputes are mediated in accordance with paragraph (3)(E); and
- (vii) the parent or guardian of a homeless child or youth, and any unaccompanied youth, is fully informed of all transportation services, including transportation to the school of origin, as described in paragraph (1)(J)(iii), and is assisted in accessing transportation to the school that is selected under paragraph (3)(A). 16

(B) NOTICE - State coordinators established under subsection (d)(3) and local educational agencies shall inform school personnel, service providers, and advocates working with homeless families of the duties of the local educational agency liaisons.

(C) LOCAL AND STATE COORDINATION - Local educational agency liaisons for homeless children and youth shall, as a part of their duties, coordinate and collaborate with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youth.

(7) REVIEWS AND REVISIONS -

(A) IN GENERAL - Each State educational agency and local educational agency that receives assistance under this subtitle shall review and revise any policies that may act as barriers to the enrollment of homeless children and youth in schools that are selected under paragraph (3).

(B) CONSIDERATION - In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship.

(C) SPECIAL ATTENTION - Special attention shall be given to ensuring the enrollment and attendance of homeless children and youth who are not currently attending school.

OTHER ASSURANCES

(A) An assurance that the local educational agency's combined fiscal effort per student, or the aggregate expenditures of that agency and the State with respect to the provision of free public education by such agency for the fiscal year preceding the fiscal year for which the determination is made.

(B) An assurance that the applicant complies with, or will use requested funds to comply with paragraphs (3) through (7) of section 722(g).

(C) An assurance that applicant policies and procedures, consistent with section 722(e)(3), that the agency will implement to ensure that activities carried out by the agency will not isolate or stigmatize homeless children and youth.

(D) The LEA/grantee adheres to the applicable provisions of the Education Department General Administrative Regulations (EDGAR): 34 CFR Subtitle A, Parts 1-99.

(E) The grantee adheres to the applicable regulations of the Office for Civil Rights, U.S. Department of Education: 34 CFR Subtitle B, Parts 100-199.

(F) The grantee adheres to Office of Management and Budget (OMB) Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments).

(G) The grantee assures that salary and wage charges will be supported by proper time reporting documentation that meets the requirements of OMB Circular A-87.

STANDARD TERMS AND CONDITIONS FOR GRANT

Certain terms and conditions are required for receiving grants from the Mississippi Department of Education; therefore, the grantee will agree to the items stated below.

Changes

This agreement will not be modified, altered, or changed except by mutual agreement by an authorized representative(s) of each party to this agreement and must be confirmed in writing through the Mississippi Department of Education grant modification procedures.

Independent Grantee

The grantee shall perform all services as an independent grantee and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by grantee with respect to third parties shall be binding on the Mississippi Department of Education.

Termination

The Mississippi Department of Education, by written notice, may terminate this grant, in whole or in part, if funds supporting this grant are reduced or withdrawn. To the extent that this grant is for services, and if so terminated, the Mississippi Department of Education shall be liable only for payment in accordance with payment provision of this grant for services rendered prior to the effective date of termination.

The Mississippi Department of Education, in whole or in part, may terminate this grant for cause by written notification. Furthermore, the Mississippi Department of Education and the grantee may terminate this grant, in whole or in part, upon mutual agreement.

Either the Mississippi Department of Education or the grantee may terminate this agreement at any time by giving 30 days written notice to the other party of such termination and specifying the effective date thereof. The grantee shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the grantee covered by the agreement, less payments of compensation previously made.

Access to Records

The grantee agrees that the Mississippi Department of Education, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of the grantee related to the grantee's charges and performance under this agreement. Such records shall be kept by grantee for a period of five (5) years after final payment under this agreement, unless the Mississippi Department of Education authorizes their earlier disposition. Grantee agrees to refund to the Mississippi Department of Education any overpayments disclosed by any such

audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records shall be retained until completion of the actions and resolution of all issues, which arise from it. 18

Laws

This agreement, and all matters or issues collateral to it, shall be governed by, and construed in accordance with the laws of the State of Mississippi.

Legal Authority

The grantee assures that it possesses legal authority to apply for and receive funds under this agreement.

Equal Opportunity Employer

The grantee shall be an equal opportunity employer and shall perform to applicable requirements; accordingly, grantee shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, handicap, or sex in any manner prohibited by law.

Copyrights

The grantee: (i) agrees that the Mississippi Department of Education shall determine the disposition of the title and the rights under any copyright by grantee or employees on copyrightable material first produced or composed under this agreement; and, (ii) hereby grants to the MDE a royalty free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, to authorize others to do so, all copyrighted or copyrightable work not first produced or composed by grantee in the performance of this agreement, but which is incorporated in the material furnished under the agreement, provided that such license shall be only to the extent grantee now has, or prior to the completion or full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Grantee further agrees that all material produced and/or delivered under this grant will not, to the best of the grantee's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in the grantee's opinion be likely to become, the subject of any infringement claim or suite, the grantee shall procure the rights to such material or replace or modify the material to make it non-infringing.

Personnel

Grantee agrees that, at all times, employees of the grantee furnishing or performing any of the services specified in this agreement shall do so in a proper, workmanlike, and dignified manner.

Assignment

Grantee shall not assign or grant in whole or in part its rights or obligations under this agreement without prior written consent of the Mississippi Department of Education. Any attempted assignment without said consent shall be void and of no effect. 19

Availability of Funds

It is expressly understood and agreed that the obligation of the Mississippi Department of Education to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Mississippi Department of Education (MDE), the MDE shall have the right upon ten (10) working days written notice to the grantee, to reduce the amount of funds payable to the grantee or to terminate this agreement without damage, penalty, cost, or expenses to MDE of any kind whatsoever. The effective date of reduction or termination shall be as specified in the notice of reduction or termination.

Mississippi Ethics

It is the responsibility of the grantee to ensure that subcontractors comply with the Mississippi Ethics Law in regard to conflict of interest. A statement attesting to said compliance shall be on file by the grantee.