

HOMELESS DISPUTE RESOLUTION
REGARDING THE EDUCATION OF HOMELESS CHILDREN AND YOUTH
Dispute Resolution (722(g)(1)(C) of the McKinney-Vento Act)

The dispute resolution process is intended to represent each party's views for objective consideration so that disagreements can be resolved expeditiously and in keeping with the McKinney-Vento provisions. The LEA homeless liaison will handle disputes concerning eligibility, school selection or the enrollment in school for homeless students or youth. During the dispute, homeless children or youth must be enrolled and fully participating in school activities as well as receive transportation, if requested, to the school in which the parent/guardian or unaccompanied homeless youth seeks, enrollment during the dispute. LEA liaisons will carry out the dispute resolution procedures as quickly as possible after receiving notice of a dispute.

Every effort must be made to resolve the complaint or dispute at the LEA level before it is brought to the Missouri Department of Elementary and Secondary Education (DESE). It is the responsibility of the LEA to inform the parent/guardian or unaccompanied homeless youth of the LEA's Complaint Resolution Procedure when a question arises concerning the education of a homeless child or youth. DESE recommends that LEAs use the following complaint resolution process when a dispute arises regarding the education of a homeless child or youth.

LEA Level

1. The child or youth shall be immediately enrolled in the school in which enrollment is sought, pending final resolution of the dispute, including all available appeals (42 U.S.C. § 11432(g)(3)(E)(i)). In the case of an unaccompanied youth, the local homeless liaison must ensure that the youth is enrolled immediately in the school in which the youth seeks enrollment pending final resolution of the dispute (42 U.S.C. § 11432 (g)(3)(E)(iv)). While disputes are pending, students have the right to participate fully in school and receive all services for which they are eligible, as the definition of enrollment includes "attending classes and participating fully in school activities" (42 U.S.C. § 11434a(1)).
2. The school or local education agency (LEA) involved must provide the parent, guardian, or unaccompanied youth with a written explanation of any dispute-related decisions it makes (42 U.S.C. § 11432(g)(3)(E)(ii)). Included in the LEA's written explanation must be the reasons for its determination; information regarding the right of a parent, guardian, or unaccompanied youth to appeal; and time line for which to make an appeal in a manner and form understandable to the parent, guardian, or unaccompanied youth (42 U.S.C. § 11432g)(3)(B)(iii)). In the case of an unaccompanied homeless youth, the homeless liaison must ensure that this written notice and policy is provided directly to the youth (42 U.S.C. § 11432(g)(3)(B)(iv)).
3. Upon determining that a McKinney-Vento dispute in eligibility, school selection, or enrollment exists, school staff must refer the parent, guardian, or unaccompanied homeless youth to the local McKinney-Vento liaison, who will carry out the dispute resolution process described in the State

McKinney-Vento plan as expeditiously as possible after receiving the notice of the dispute (42 U.S.C. § 11432(g)(3)(E)(iii)).

4. If the dispute is not resolved by the homeless liaison, the parent, guardian, or unaccompanied homeless youth may file a complaint within ten (10) business days to the Superintendent or school director for further review. The superintendent or school director will provide a written explanation within ten (10) business days with the reasons for his or her determination.*

5. If the dispute is not resolved by the superintendent, the parent, guardian, or unaccompanied homeless youth may file a complaint within ten (10) business days to the LEA board of education for further review. The LEA board of education will have thirty (30) calendar days to provide a written explanation with the reasons for its determination. *

6. If the dispute is not resolved with the LEA board of education, it may be brought to the Missouri Department of Elementary and Secondary Education within ten (10) business days from receiving the LEA board of education's written explanation for a State Level Appeal. *

State Level Appeal

If the dispute is not resolved in a satisfactory manner at the LEA level, the dispute may be brought to the Missouri Department of Elementary and Secondary Education. Disputes made at the state level under this process must be made in writing and sent via email or mailed within ten (10) business days from receiving notification of the LEA board of education's decision, to:

State Homeless Coordinator Federal Programs
P.O. Box 480
Jefferson City, Missouri 65102-0480
Tera.bock@dese.mo.gov

A. The complaint must include

1. a detailed description of the dispute;
2. the name(s) and age(s) of the children involved;
3. the name(s) of involved LEA personnel and the LEA(s) they represent; and
4. copies of the unresolved written resolutions from the LEA.

B. The state McKinney-Vento Homeless Coordinator will inform the involved LEA(s) of the dispute. The state McKinney-Vento Homeless Coordinator will gather needed information including documentation and statements of the parties and may conduct an independent investigation through an on-site visit if necessary.

C. Within thirty (30) business days of receipt of the complaint, the State McKinney-Vento Homeless Coordinator will inform the parties, in writing, of the decision. **

D. If a parent/guardian or unaccompanied youth disagrees with the state McKinney-Vento Homeless Coordinator's decision, the parent/guardian may, within ten (10) business days, appeal the decision to the Deputy Commissioner of Learning Services. This appeal must be in writing via email or mail and indicate why the parent/guardian or unaccompanied youth disagrees with the decision.

E. Within thirty (30) business days of receiving the appeal, the Deputy Commissioner of Learning Services will render a final administrative decision and notify the complainant and other interested parties in writing. **

*The parties may mutually agree to an extension; however, every effort should be made to resolve the dispute in the shortest possible time.

**Although the standard procedure allows thirty (30) business days for a response, every effort will be made to resolve the dispute in the shortest possible time

Language Assistance and Disability Accommodations:

Translators, interpreters and other support services shall be made available, without charge, to all parents/guardians and unaccompanied youths who are English learners, who use a native language other than English or who need additional support because of a disability. When possible, documents and other support will be provided in the appropriate language.

[Board Policy IGBCA](#)