

IN THE STATE BOARD OF EDUCATION

STATE OF GEORGIA

HENRY BOARD OF EDUCATION,

Appellant,

v.

T.C.,

Appellee.

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CASE NO. 2007-16

CONSENT ORDER

Counsel for the respective parties have exchanged evidentiary information in regard to the above stated matter, and in order to save time and expenses, have stipulated the following to the State Board of Education:

At one time in the past, T. C. and his mother were homeless. The parties disagree as to whether T. C. and his mother currently qualify as "homeless" under the definitions of the McKinney-Vento Homeless Assistance Act (hereinafter referred to as the "McKinney-Vento Act"). However, the parties stipulate and agree that T. C. and his mother first became homeless (as defined under the McKinney-Vento Act or under any other applicable law or regulation) while they were living in Clayton County, Georgia, and such homelessness began while T. C. was attending a Clayton County school. The parties stipulate that the last school at which T. C. was enrolled prior to becoming homeless was a Clayton County school. As such, the "school of origin" as defined under the McKinney-Vento Act and all other applicable laws and regulations is a Clayton County school. The parties stipulate that for purposes of applying any statute, law or regulation, whether federal, state or local, whether in regard to the above stated matter or in any future dispute that may arise between the Henry County Board of Education and T. C. or his mother, the school of origin shall be defined as a Clayton County School, and any other reference to the last school where T. C. was enrolled prior to becoming homeless shall be deemed to be a reference to a Clayton County school.

The parties have agreed that since it would be disruptive for T. C. to be transferred to a school in Dekalb County (which is the county in which T. C. and his mother are currently residing), the parties have agreed that T. C. may remain at Austin Road Middle School in Henry County through the end of the current school year, excluding summer school. The parties have agreed that T. C. may not hereafter enroll in any Henry County Schools unless T. C. and his mother are permanent residents of Henry County at that time. The parties agree that both of them will work to obtain better cooperation with Dekalb County concerning transportation of T. C. to a pick-up and release point closer to Henry County so that the total commute time for T. C. will be reduced. T. C.'s mother, through her counsel, agrees that she will not object to any

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transportation arrangement for T. C. that reduces T. C.'s total commute time to Austin Road Middle School. If the parties are unable to obtain a transportation method that reduces T. C.'s total commute time to Austin Road Middle School, then the Henry County Board of Education will continue to provide T. C. the same transportation to Austin Road Middle School as is currently being provided to him (through the end of the current school year, excluding summer school). The Henry County Board of Education has agreed to waive any claims for reimbursement of tuition and legal expenses in regard to this matter.

So ORDERED this the _____ day of _____, 2007.

William Bradley Bryant
Vice Chairman for Appeals

Consented to by:



David G. Nolen, Esq.
Georgia Bar No. 545616
Attorney for Defendant



A.J. Welch, Jr.
Georgia Bar No. 746800
Attorney for Henry County Board of Education