



MARCUS DAWAL
Chief Probation Officer

ALAMEDA COUNTY PROBATION DEPARTMENT

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July 11, 2023

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612

Dear Board Members:

SUBJECT: APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE ALAMEDA COUNTY PROBATION DEPARTMENT AND THE ALAMEDA COUNTY OFFICE OF EDUCATION TO PROVIDE EDUCATIONAL SUPPORT TO YOUTH IN FOSTER CARE

RECOMMENDATIONS:

- A. Approve a Memorandum of Understanding between the Alameda County Probation Department and the Alameda County Office of Education, Foster Youth Services Coordinating Program, to provide educational support to the youth in foster care; and
- B. Delegate authority to the Chief Probation Officer, or designee, to negotiate and execute this Memorandum of Understanding, subject to review and approval as to form by County Counsel and return an executed copy to the Clerk of the Board for filing.

DISCUSSION/SUMMARY/FINDING:

The Alameda County Probation Department and Alameda County Office of Education have mutually agreed to develop a Memorandum of Understanding (MOU) to execute their collective responsibilities under Education Code sections 48850 and 49069.5, Government Code section 7579.1, and related statutory provisions outlining state legislative policy for the education of foster youth. The purpose of the MOU is to improve communication and outline expectations of all parties to ensure foster youth are placed in the least restrictive educational programs, have access to academic resources, services, and extracurricular and enrichment activities, are enrolled in regular public schools whenever possible, and all educational placement decisions are based on the best interests of the youth.

The MOU also outlines how information will be shared, confidentiality expectations, identifies the roles of the principal participants, and the statutory responsibilities of third parties who support foster youth education. The ultimate goal of the MOU is to improve educational outcomes for foster youth.

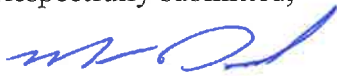
FINANCING:

There is no cost associated with this MOU, and no fiscal impact as a result of approving the above recommendations.

VISION 2026 GOAL:

This MOU meets the 10x goal pathway to **Eliminate Poverty and Hunger** and a **Crime Free County** in support of our shared vision of a **Thriving & Resilient Population** and **Safe and Livable Communities**.

Respectfully submitted,



Marcus Dawal
Chief Probation Officer

MD:dc

**Alameda County Interagency Memorandum of Understanding to
Provide Educational Support to Youth in Foster Care**

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I. PARTIES

This Memorandum of Understanding ("MOU") is between the following parties:

- The Alameda County Office of Education, Foster Youth Services Coordinating Program (ACOE-FYSCP) including foster youth liaisons (both within and outside Alameda County);
- Placing Agency, the Alameda County Probation Department, Positive Youth Development Division.

These parties shall be collectively referred to as "Participants," and individually in generic form as a "Participant."

II. SCOPE OF AGREEMENT

Participants have mutually agreed to develop a plan for the purpose of providing improved educational outcomes for students in foster care through implementation of their collective responsibilities under Education Code sections 48850 and 49069.5, Government Code section 7579.1, and related statutory provisions outlining state legislative policy for the education of foster youth. For the purposes of this MOU the term "youth" shall act as a proxy for "child," "children," "student," "pupil" or similar such designations and shall refer to children who have been made wards of the juvenile court with an Out-of-Home Placement Order and currently located in the Juvenile Justice Center awaiting placement in, or currently placed in a Short-Term Residential Therapeutic Program (STRTP) or Resource Family Approval (RFA). This agreement does not apply to any youth not currently located in the Juvenile Justice Center awaiting placement in, or currently placed in a Short-Term Residential Therapeutic Program (STRTP) or Resource Family Approval (RFA).

III. RESPONSIBILITIES OF EACH OF THE PARTICIPANTS

A. PARTICIPANTS' COLLECTIVE RESPONSIBILITIES

Education and School Placements	<p>All Participants are responsible for working together to ensure that all education and school placements are made so that:</p> <ul style="list-style-type: none">• The youth is placed in the school of origin (any school attended in the last 15 months)• The youth is placed in the least restrictive educational programs,• The youth has access to the academic resources, services and extracurricular and enrichment activities that are available to all pupils,• Preference is given to a regular public school placement unless certain conditions exist as described in this MOU, and• All placement decisions are based on the best interests of the youth.
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Special Education Assessment	<p>In collaboration with Probation, ACOE-FYSCP shall report to the administrator of the Special Education Local Plan Area (SELPA) with jurisdiction over the area in which the youth is placed, any referral or admission of a youth potentially eligible for special education.</p>
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Records	<p>All Participants shall comply with relevant State and Federal law and other applicable local rules that relate to the use, security, confidentiality, privacy, dissemination and retention or destruction of records.</p>
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Confidentiality	<p>Youth records in general are confidential and each Participant shall maintain as confidential education and school placements as well as personal identifying information of youth served. Each Participant shall assist fellow Participants in this endeavor and information may only be shared with parties that have a need and a right to know said information. Youths' names, dates of birth, and addresses of current and new placements are information regularly shared in Children and Family Team Meetings and via email between ACPD and ACOE-FYSCP. Additionally, all parties agree to be bound by laws of confidentiality (state, federal, and local).</p>
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Liaison	Each Participant shall designate and keep current an administrative liaison that will serve as the contact for exchanging information related to policies, procedures, amendments and edits to this MOU, and will be invited to attend FYSCP Executive Advisory Council meetings on a quarterly basis.
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Timeliness	Each Participant shall transfer records and provide notification to each other in accordance with the timelines and methods provided by applicable laws, regulations and rules, and as described in this MOU.
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B. RESPONSIBILITIES OF ACOE-FYSCP

Liaison

ACOE-FYSCP shall designate and maintain a Foster Youth Services Coordinating Program County Liaison per AB 490 (FYSCP Liaison), who shall:

- Be responsible for carrying out all of the responsibilities of ACOE-FYSCP under this MOU, except where otherwise indicated;
- Maintain regular contact with the Participants' liaison for education questions, policy issues and the dissemination of education information to probation officers and related providers.

Training

ACOE-FYSCP shall provide the following trainings regarding the education of foster youth:

- Foster Youth Education Rights Training will be made available for new Deputy Probation Officers during Placement CORE trainings,
 - Customized education training for Probation staff, and substitute care providers, as well as others as appropriate,
 - Education trainings for youth in the DCFS Independent Living Skills Program (ILP) in coordination with County Foster Youth Liaisons. Gather transcripts for foster youth participating in ILP.
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Records

ACOE-FYSCP shall maintain the following records:

- A database (CALPADS, the California Longitudinal Pupil Achievement Data System) of youth in foster care who attend public schools in Alameda County and California, to include for each foster youth, as available, name, date of birth, and school last enrolled;
- A current list of all school district foster care educational liaisons for school districts in Alameda County, a current copy of which shall be maintained on the ACOE-FYSCP web site and distributed to all Participants.
- Salesforce and Foster Focus database. ACOE-FYSCP shall enter all relevant education data for Alameda County foster youth, as information is obtained, into the Alameda County Foster Focus database via ACOE's technology solution (Salesforce). ACOE-FYSCP is responsible for all of the education data as the local administrator of Foster Focus. ACOE-FYSCP will utilize the Foster Focus and Salesforce database to provide the education information required under this MOU to Probation.

Children in JJC, STRTP,
or RFA

With respect to foster youth currently located in the Juvenile Justice Center awaiting placement in, or currently placed Short-Term Residential Therapeutic Program (STRTP) or Resource Family Approval (RFA). ACOE-FYSCP shall:

- Notify each Local Educational Agency (LEA) and SELPA of the STRTP or RFA located in their region on an annual basis;
 - Notify each STRTP or RFA of whom to contact (usually the school district foster care education liaison) regarding educational options for foster youth placed in their care, on an annual basis and when changes occur;
 - Provide information to placing agencies about education options for youth residing in JJC, STRTP or RFA, along with an appropriate contact person.
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Child & Family Team
Meetings

ACOE-FYSCP shall have a staff member or other person under its direction attend Child and Family Team meetings (CFTs) to the extent possible consistent with the number of persons at ACOE-FYSCP's disposal. To facilitate its participation at CFTs and ensure its limited resources are used most effectively, ACOE-FYSCP shall:

- Designate and maintain an active email for receipt of notifications from Probation of impending CFTs; promptly disclose to Probation said email address and any changes to said email; and monitor daily said email for notification of impending CFTs from Probation,
- To the extent ACOE-FYSCP lacks available staff to cover all Probation CFTs and on any given day, prioritize the dispatch of ACOE-FYSCP's staff and other persons under its direction in accordance with the following order of preference: (1) youth in special education programs, (2) special needs youth, (3) Older youth.
- ACOE-FYSCP shall, to the extent possible, identify the foster youth's school last attended/school history, and if different, school of origin, prior to the CFT, shall provide that information to the Deputy Probation Officer at the CFT.
- For those CFTs for which ACOE-FYSCP lacks available staff to attend, ACOE-FYSCP shall provide school of origin information to the assigned Deputy Probation Officer within 24 hours of the conclusion of the CFT.

Change of School Placement

When Probation is either removing a youth from his or her home, or changing a youth's placement, such that the youth will need to change schools, ACOE-FYSCP shall do the following:

- Assist Probation by providing necessary information to the LEA of the current school with appropriate notice of the impending transfer;
- ACOE-FYSCP shall assist the LEA and current school in determining the school of origin, and in finding records when contacted by a LEA after regular procedures and/or two business days have not produced the records;
- ACOE-FYSCP shall support and assist the school district foster care educational liaison in the timely transfer of education records of the foster youth.

Dependent Youth Taken into Juvenile Custody

In the event a youth who is a dependent of the juvenile court is taken into custody at the Juvenile Justice Center (JJC), ACOE- FYSCP shall:

- Coordinate with DCFS and Probation to collect information necessary to determine school placement, including: youth's name, date of birth, school last attended, and contact information for the prior placement or residence;
 - If the youth will need to change school placements, facilitate the timely transfer of education records.
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C. RESPONSIBILITIES OF PLACING AGENCY (Probation)

Liaison

Placing Agency (Probation) shall designate and maintain an Education Liaison, who shall have the following responsibilities:

- Act as a central point of contact for educational information regarding foster youth and policy-related issues.
 - Disseminate education information as required of placing agencies under this MOU;
 - Maintain a current telephone contact list of Deputy Probation Officers and ensure that ACOE-FYSCP is provided with this list, and provided with timely updates.
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Records

Placing Agency (Probation) shall maintain as current the following education-related records:

- Identification of the person holding educational rights,
- A current list of school district educational liaisons, as provided by ACOE FYSCP,
- Health and education summary and/or Health and Education Passport.

Placing agency staff will use information obtained from school records only for the following purposes, as permitted by Education Code section 49076(a) (11) and Welfare and Institutions Code section 16010:

- Compiling the youth's health and education summary and/or Health and Education Passport,
 - Fulfilling educational case management responsibilities,
 - Assisting with the school transfer or enrollment of the pupil.
 - Foster Focus database. Probation will maintain an agreement with DCFS which allows DCFS to run a business objects report daily, and upload the data identifying current Alameda County probation foster youth into the Alameda County Foster Focus database.
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Youth In-Custody with an Out-Of-Home-Placement Order

Upon bringing a youth into custody, Probation, in collaboration with ACOE-FYSCP, shall ascertain, to the extent available, the following information to ensure prompt collection and transfer of school records:

- Who has the right to make educational decisions for the youth
- The last school attended,
- The school the youth wants to attend,
- The school the parent or person holding education rights wishes the youth to attend,
- Grade level (number of years in school),
- Number of credits at time of placement,
- Grades,
- Special education plan, Individual Education Plan (IEP), 504 Plan, evaluation information

For youth brought into custody by Probation, this information shall primarily be acquired at the CFT. If this information is not available at the CFT, the Deputy Probation Officer shall promptly follow up to obtain this information in time for the minor's detention hearing in juvenile court.

Placement Decisions	Probation staff will make placement decisions in the best interest of the youth and, in addition taking into account other statutory considerations regarding placement, attempt to promote educational stability by taking into consideration proximity to the youth's school attendance area. The decision to move a youth to a new placement resides with the placing agency.
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Notice to Substitute Care Provider	Probation must provide the substitute care providers (STRTP or RFA under contract with Alameda County Probation) available health and education information within 30 days of initial placement and within 48 hours of each subsequent placement.
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Educational Rights	<p>Probation shall:</p> <ul style="list-style-type: none">• Identify who holds educational rights on California Judicial Council form JV-535, and inform ACOE of the educational rights holder• If there is no Educational Rights holder, a Deputy Probation Officer will recommend to the court that parental rights be limited and include a recommendation for an alternate,• Keep a record of who has educational rights of foster youth• Inform the person holding educational rights of their role and responsibilities,• In the event that the person holding educational rights resigns, notify the court so that an alternate can be appointed,• Notify the substitute care provider of who has educational rights and of any change in educational rights.
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District Appointed Surrogate Parent	In the event the student is placed in a STRTP or RFA, has an IEP and parental rights have been limited, Probation will notify the court via form JV-537 requesting the appointment of a district surrogate.
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Court Reports	Probation shall include health and education information in all court reports or assessments required to be produced for status review hearing or hearing pursuant to section 366.26 of the Welfare and Institutions Code. (See Welfare and Institutions Code section 16010 (b).)
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School
Enrollment/
Disenrollment

By law, the youth has the right to be immediately enrolled in the new school without school records, immunization records, uniforms, etc. Responsibility for the timely transfer of a student and his or her records from one school to another is shared by ACOE-FYSCP and Probation. Probation shall ensure the enrollment/disenrollment of foster youth from school. As soon as it becomes aware of the need to transfer a student, Probation shall:

- Notify the ACOE-FYSCP of the student's expected last day of attendance,
- Request the ACOE-FYSCP to compile the student's complete educational record,
- Request that the student be transferred out.

Probation shall provide assistance to substitute care providers in enrolling in school youth in their care.

Emergency
Cards

Probation staff will inform substitute care providers that they must give the school district an up-to-date emergency information card which must be kept up-to-date and indicate information on who can pick the youth up from school immediately upon changes in circumstances.

Absences

Probation shall inform the substitute care providers that they must provide notice to the school when a youth is absent due to a placement change, attendance at a court hearing or other court-related activity (e.g. court-ordered counseling or visitation), so that grades are not lowered and credits are not deducted as a result. The grades shall be calculated as of the date the youth left the school.

D. RESPONSIBILITIES OF LOCAL EDUCATIONAL AGENCIES (LEAs)

ACOE WILL ENSURE THAT LEAs MEET THE RESPONSIBILITIES LISTED BELOW WHEN WORKING WITH YOUTH SUPPORTED BY THIS MOU

Liaison	Each Local Educational Agency (LEA) shall designate and maintain a staff person as the educational liaison for foster youth.
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School Placement	The LEA foster care educational liaison shall make all educational placement decisions in the best interest of the youth, and shall place the youth in a regular public school operated by the LEA, unless one of the following applies:
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- The foster youth is entitled to remain in his or her school of origin and elects to invoke that right,
- The foster youth has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency, or another LEA,
- The parent, guardian or educational rights holder determines if the youth should be placed in another educational program.

The LEA shall in all placement decisions endeavor to place the youth in the least restrictive environment feasible.

When it is in the best interests of a youth to be placed in a nonpublic school, the LEA, in coordination with the placing agency, shall monitor the youth's placement in the nonpublic school.

Special Education Students	For foster youth identified as eligible for special education and related services under the Individuals with Disabilities Education Act, the LEA shall:
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- Upon request from the court, appoint a district surrogate parent;
 - For foster youth residing in STRTP or RFA, the LEA will first consider programs operated by public education agencies for individuals with a disability. If these programs are not appropriate, special education and related services shall be provided by contract with a nonpublic, nonsectarian school.
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School of Origin	<p>For purposes of this MOU, the term "school of origin" is defined as follows:</p> <p>“The school that the foster child attended when permanently housed or the school in which the foster child was last enrolled. If the school the foster child attended when permanently housed is different from the school in which the foster child was last enrolled, or if there is some other school that the foster child attended with which the foster child is connected and which the foster child attended within the immediately preceding 15 months, the LEA foster care educational liaison, in consultation with and the agreement of the foster child and the person holding the right to make educational decisions for the foster child, shall determine, in the best interests of the foster child, the school that shall be deemed the school of origin.”</p>
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Waiver of School of Origin	<p>The LEA foster care education liaison at the school in which the youth is enrolled, shall hold a Best Interest Determination meeting (BID). The person holding the right to make educational decisions for the youth may authorize, in accordance with the youth’s best interest, that the youth’s right to attend his or her school of origin be waived and that the youth be enrolled in any public school that students living in the attendance area in which the foster youth resides are eligible to attend.</p>
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The LEA foster care education liaison may make a recommendation to move a foster youth from his or her school of origin, and if the liaison makes said recommendation, shall provide the foster youth and the person holding the right to make educational decisions for the foster youth with a written explanation stating the basis for the recommendation and how this recommendation serves the foster youth’s best interest. However, the person holding the rights to make educational decisions for the youth has the final decision on if the youth remains at the school of origin or not.

The LEA foster care education liaison shall promptly inform the placing agency and the FYS Liaison if the youth waives his or her right to attend the school of origin.

Dispute Resolution Process	<p>If a dispute arises, the child has the right to remain in her school of origin until the dispute is resolved. No specific dispute resolution process is described in the Education Code, but districts might rely on their existing dispute resolution procedures (for example, dispute resolution procedures described by the federal McKinney-Vento law). Ultimately, the child remains in the school of origin if the child and/or person with education rights decide it is in the child’s best interests. The foster care liaison’s role is "advisory" and does not supersede the authority of the parent or person with educational rights. <i>EC §48853.5 (c)</i></p>
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School
Transfers

The LEA foster care educational liaison shall have responsibility for facilitating the expedient transfer of foster youth to a new school, which may be handled by the registrar or designee.

The LEA foster care educational liaison at the new school shall have the following responsibilities:

- Accept the foster youth for immediate enrollment, regardless of the foster youth's ability to produce records or clothing normally required for enrollment, such as previous academic records, medical records, proof of residency, other documentation or school uniforms;
- Within two (2) days of the foster youth's request for enrollment, contact the school last attended by the foster youth to obtain all academic and other records.

The LEA foster care educational liaison at the school last attended shall have the following responsibilities:

- Upon receipt of a request for records from the LEA foster care educational liaison at the new school, compile the complete educational record of the pupil, including:
 - o Determination of seat time,
 - o Full or partial credits earned while attending a public school, court school, or nonpublic school,
 - o Current classes and grades,
 - o Immunization records,
 - o Any other records,
 - o If applicable, a copy of the pupil's plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973,
 - o If applicable, an individualized education program (IEP) adopted pursuant to the federal Individuals with Disabilities Education Act.
 - Transmit the pupil's complete educational record to the LEA foster care educational liaison at the new school within two (2) days of receipt of the request for records.
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No Penalty for Absences The LEA shall calculate a foster youth's grades from the date the foster youth left school.

In the course of calculating a foster youth's grades or credits, the LEA shall not lower the foster youth's grades due to absences resulting from the following situations:

- When the foster youth is being transferred to a new placement by the juvenile court or a placing agency;
- When the foster youth is making a verified court appearance or related court-ordered activity.

Viewing of Records LEAs shall make available foster youth's educational records to the following persons and agencies without a court order:

- Any county placing agency, including child welfare workers and deputy probation officers,
 - Attorneys representing wards of the juvenile court for those youth who are the attorney's clients,
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F. RESPONSIBILITIES OF SUBSTITUTE CARE PROVIDERS

PROBATION WILL ENSURE THAT SUBSTITUTE CARE PROVIDERS MEET THE RESPONSIBILITIES LISTED BELOW WHEN SUPPORTING YOUTH SUBJECT TO THIS MOU.

Condition of Placement	STRTP may not require as a condition of placement that the youth's education be provided by a nonpublic school that is owned, operated or associated with the STRTP.
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Support Foster Youth Educational Achievement	<p>Substitute Care Providers shall support foster youth educational achievement by fulfilling the following obligations:</p> <ul style="list-style-type: none">• Ensure enrollment and ongoing participation in an education program in accordance with state law;• Provide opportunity for, and encouragement of participation in, special school activities;• For foster youth over the age of 16, provide access to existing information regarding available vocational and postsecondary educational options;
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Health and Education Passport	Substitute Care Provides shall obtain and maintain accurate and thorough information from educators for inclusion in the Health and Education Passport, and provide the same to the representative from the placing agency staff at every required visit.
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Communicating with Other Agencies	<p>Substitute Care Providers shall keep in regular contact with educational representatives, including, but not limited to, the placing agency, the youth's teacher(s) and teaching assistants and the LEA foster care educational liaison. In addition, the Substitute Care Providers shall:</p> <ul style="list-style-type: none">• Notify the school when a youth must miss school due to a court appearance, placement changes or court-ordered activity,• Notify the LEA and SELPA about youth who may qualify for special education.
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F. TERMS OF AGREEMENT AND SIGNATORIES

Period of Agreement	This MOU will be effective from July 25, 2023 through to June 30, 2026. Probation will convene a committee to review the document annually in response to legislative changes and comments from signatories. All of the parties may elect to extend this MOU for any period beyond 3 years, pursuant to the amendment requirements described under the "Amendments to this Agreement" section below.
Termination	Prior to the expiration date of this MOU, a party may terminate this MOU for convenience at any time by providing written notice of the intent to terminate upon all parties pursuant to the requirements provided in the "Notice" section below. Upon termination of this MOU, if a party retains information received under it, any subsequent use, storage and access to such information will continue to be subject to the terms and conditions of this MOU.
Indemnification	Each party agrees to defend, indemnify and hold harmless the other parties, their directors, officers, agents, volunteers, and employees, from and against any and all claims, demands, damages, loss, and other liability, including but not limited to damages or destruction of property, injuries to or death of persons, and reasonable attorney fees and costs, resulting from or arising out of its performance of its duties and responsibilities under this MOU; performance and/or non-performance of its duties and responsibilities under this MOU; and any other negligent act or omission of that respective party's directors, officers, agents, volunteers, or employees in connection with the terms and conditions of this MOU. A party shall have no obligation, however, to defend, indemnify or hold harmless a second party from such a claim, demand, damage, loss, or other liability if it is determined by a court of competent jurisdiction that such was caused by the sole negligence or willful misconduct of that second party. If a claim, demand, damage, loss or other liability arises out of the concurrent acts or omissions of more than one party, those respective parties are each completely liable to all other parties under the indemnification requirements of this paragraph.
Entire Agreement	This MOU represents the entire agreement and understandings of the parties hereto.

Alameda County Office of Education

Superintendent, Alysse Castro

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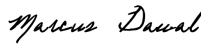
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Date: 12/22/2023

Alameda County Probation

Chief Probation Officer, Marcus Dawal


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Signature

Date: 12/22/2023

APPROVED AS TO FORM:

County Counsel

DocuSigned by:

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K. Scott Dickey

Assistant County Counsel