

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COURT APPOINTED SPECIAL ADVOCATES (CASA) OF SAN LUIS OBISPO COUNTY
AND
COUNTY OF SAN LUIS OBISPO SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)
AND
SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION, FOSTER YOUTH SERVICES COORDINATING
PROGRAM (SLOCOE-FYSCP)**

This Memorandum of Understanding (MOU) is entered into between Court Appointed Special Advocates of San Luis Obispo County, hereafter referred to as CASA, the San Luis Obispo County Office of Education, Foster Youth Services Coordinating Program, hereafter referred to as SLOCOE FYSCP, and the San Luis Obispo County Special Education Local Plan Area, hereafter referred to as SLO SELPA. This MOU agreement is in support of youth in foster care with an Individual Education Program (IEP) who have an assigned Court Appointed Special Advocate, hereafter referred to as “youth.”

A. PURPOSE

The purpose of this MOU is to establish a collaboration between the CASA, SLOCOE FYSCP, and SLO SELPA to better serve youth in foster care that have disabilities, and to address the need for increased communication and collaboration to ensure youth with disabilities have a highly supportive system of care surrounding them. Therefore, this Interagency agreement is to specify the roles and responsibilities of the agreement stakeholders and to determine procedures for the implementation of the law at the local level.

B. BACKGROUND

1. Approximately thirty percent (30%) of youth in foster care in San Luis Obispo County receive special education services. A student qualifies for special education when they meet one or more of the eligibility categories as defined by Education Code 56320 § 3030.
2. Special Education eligibility categories include: Intellectual Disability (ID), Hearing Impairment (HI), Speech or Language Impairment (SLI), Visual Impairment (VI), Emotional Disturbance (ED), Physical or Orthopedic Impairment (OI), Autism, Traumatic Brain Injury (TBI), Multiple Disabilities (MD), Developmental Delay (DD), Other Health Impairment (OHI), Specific Learning Disability (SLD), and Deaf-blindness (DB).
3. Frequent changes in home and school placements can have a detrimental effect on children in foster care’s academic performance and future success in life. Some of the barriers that children in foster care face as a result of frequent changes in placement include:
 - Loss of education records, resulting in potential loss of academic credits and time spent in school and increased risk of dropping out of school
 - Loss in their continuity of education, which further exacerbates the learning gaps that these students face
 - Loss of health records, resulting in possible duplication of immunizations and a potential break in continuity of essential health care and medication
 - Difficulties adjusting to changing care and school environments, resulting in stress and behavioral problems

- Loss of contact with persons familiar with their health, education, and well-being needs, resulting in inadequate care and inappropriate school placements
 - Lack of permanent family or family-like support systems upon exit from the foster care system
 - Lack of bonding with peers, which can lead to higher risk of delinquency
4. In recent years, the California Legislature has taken an active role in addressing the academic needs of foster children by passing significant foster care education laws to ensure:
- a meaningful opportunity to meet state academic achievement standards
 - stable school placements
 - placement in the least restrictive educational programs
 - access to the academic resources, services and extracurricular and enrichment activities available to all students
 - educational and school placement decisions that are based on the best interests of the child
 - timely transfer of students and their records when a change of school occurs
 - FERPA exemptions for institutions, welfare agencies and educational agencies working to improve the educational outcomes for students in foster care
 - immediate enrollment
 - placement, suspension and expulsion notification
 - appropriate educational representatives are appointed and meet with the student
 - the establishment of non-minor dependents
 - postsecondary support
5. To ensure that youth in foster care with disabilities have seamless transitions between school placements when a change in home placements occurs, CASA, SLOCOE FYSCP and SLO SELPA agree to communicate and collaborate for the best interest of the youth.
6. This agreement does not replace the responsibilities of the Local Education Agency (LEA) where the youth reside or any other government agencies. SLOCOE FYSCP and SLO SELPA bear no responsibility for the implementation of a foster youth's IEP outside the County of San Luis Obispo.

C. ROLES AND RESPONSIBILITIES

1. CASA shall:
- a. Communicate with SLOCOE FYSCP and SLO SELPA on an on-going basis at monthly scheduled meetings (scheduled by SLOCOE) and as the need arises to ensure student success.
 - b. Collaborate with SLOCOE FYSCP to provide an up to date list of mutual students that accurately reflects the CASA appointed, whether they hold educational rights and the correct contact information.
2. SLOCOE FYSCP shall:

- a. Communicate with CASA and SLO SELPA on an on-going basis at monthly scheduled meetings (scheduled by SLOCOE) and as the need arises to ensure student success.
 - b. Create a list of youth in foster care with IEPs that includes CASA appointments and share the list with the SLO SELPA Program Coordinator.
 - c. Share educational information with SLO SELPA and CASA.
 - d. Communicate with Local Education Agency (LEA) foster liaisons, SLO SELPA, and LEA Special Education Directors when there is a potential move or move that has already happened for a student with an IEP and inform them of Educational Rights Holder as appropriate.
3. SLO SELPA shall:
- a. Communicate with SLOCOE FYSCP and CASA on an on-going basis at monthly scheduled meetings (scheduled by SLOCOE) and as the need arises to ensure student success.
 - b. Assist SLOCOE FYSCP in maintaining an updated list of youth in care with IEPs.
 - c. Communicate with receiving/sending SELPAs and Special Education Directors when a SLO County youth may be placed out of county and when a SLO County youth may be returning to SLO County.
 - d. Communicate with LEA Special Education Directors within each LEA when a youth may be moving from one LEA to another LEA within SLO County.

D. GOVERNING LAWS

1. This Agreement will be deemed to have been made and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of California.
2. All responsibilities identified in this Agreement shall be performed in accordance with applicable Federal, State and local laws, rules, regulations, and policies.

E. GENERAL TERMS

1. This MOU shall take effect 12/01/2021, upon signing of all parties and shall remain in effect until 12/01/2023. This MOU can be renewed automatically annually for no more than two (2) one (1) year terms.
2. This MOU may be amended by written consent of all parties.
3. This MOU may be terminated by any party with 30 days' written notice.
4. This MOU shall not take effect or be enforceable until signed by all parties.
5. This MOU may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of this

MOU by facsimile or other electronic transmission (including PDF) shall have the same force and effect as delivery of a manually executed counterpart of this MOU, provided the original signatures will follow in the mail.

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this MOU.



Teresa Tardiff, Executive Director
Court Appointed Special Advocates of San Luis Obispo County

11/19/2021

Date



James Brescia, Ed.D., County Superintendent of Schools
San Luis Obispo County Office of Education

Nov 19, 2021

Date



[Amber Gallagher \(Nov 19, 2021 11:12 PST\)](#)
Amber Gallagher, Executive Director
San Luis Obispo County Special Education Local Plan Area

Nov 19, 2021

Date