

**Foster Youth Services Coordinating Program:  
Title IV-E Foster Care Administrative Activities**

**MEMORANDUM OF UNDERSTANDING**

**July 1, 2025 to June 30, 2026**

**Between**

**TEHAMA COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

**And**

**TEHAMA COUNTY  
DEPARTMENT OF EDUCATION**

## **MEMORANDUM OF UNDERSTANDING ("MOU")**

### **I. DECLARATION**

This MOU is entered into by and between the **TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES ("TCDSS")** and the **TEHAMA COUNTY DEPARTMENT OF EDUCATION ("TCDE")**, referred to hereafter as the **"Parties"**, for the purpose of **coordinating Educational Support for Dependent Youth (IV-E Foster Care Administrative Activities)**. The purpose of this MOU is to identify the roles and responsibilities of each of the Parties.

### **II. BACKGROUND**

TCDE operates Foster Youth Services Coordinating Program (FYSCP) and is responsible for providing services in accordance with Education Code section 42920-25. Under this direction TCDE has contracted to serve pupils in foster care in Tehama County.

Effective in January 2004, Assembly Bill 490 (Chapter 862, Statutes of 2003) established key provisions supporting the educational opportunities within the best interest of the children in foster care. The passage of Assembly Bill 854, in October of 2015, further clarified the requirements of operating an FYSCP.

Based on the similar mission of FYSCP and TCDSS a natural collaboration was established for serving the foster youth in Tehama County and this MOU is intended to ensure all of the Tehama County foster youth receive support for educational opportunities, in accord with Education Code section 42921, 48853.5, and 49069.5.

The purpose of this MOU is to identify the specific and general responsibilities of each participating agency within the framework of Title IV-E of the Social Security Act. This MOU conforms to applicable federal and state laws and shall be updated as required pursuant to any changes in federal and state laws to ensure compliance.

### **III. ROLES AND RESPONSIBILITIES**

#### **TCDE agree to:**

Provide the following types of educational support, as described in Education Code section 42921 to pupils in foster care. For the purposes of FYSCP, pupils in foster care are defined as stated in paragraph (b) of Education Code section 42238.01.

1. Serve as a liaison between school districts, Social Services Agency, and collaborative partners;
2. Provide personnel to TCDSS to perform responsibilities under this agreement, who possess a practical, working knowledge of the school systems within Tehama County and the procedures that are required in order to access educational records from school districts throughout the State of California;

3. Provide personnel to TCDSS who shall, as directed, participate in staffing County social worker/child/family support teams on issues related to Foster Youth students (including, but not limited to, issues pertaining to missing educational records, incorrect education information, and clarification of behavior reports) and facilitation retrieval of each Foster Youth students' educational record and other documentation needed for foster care placement.
4. Work with TCDSS to minimize duplication of activities to serve foster youth,
5. Work with TCDSS to minimize changes in school placement;
6. Supporting local education agencies in facilitating the prompt transfer of educational records between educational institutions when placement changes are necessary, ensure transfers are done at an educationally appropriate time, ensure appropriate partial credits are awarded and the pupil in foster care is quickly enrolled in classes;
7. Providing education-related information to TCDSS including, but not limited to, educational status and progress information required for inclusion in court reports by Welfare and Institutions Code (WIC) section 16010;
8. Assist TCDSS with obtaining verification that foster youth have received comprehensive sexual health education that meets the requirements of the California Healthy Youth Act, once in middle school and once in high school. (CA Education Code Sections 51930-51939)
9. Responding to requests from the juvenile court for information and working with the court to ensure the delivery or coordination of necessary educational services;
10. Working to obtain, identify, and refer children to mentoring, tutoring, vocational training, and other services designed to enhance the educational prospects of foster children;
11. Facilitating communication between the educational rights holder, foster care provider, the teacher, and any other school staff or education service providers for the child;
12. Sharing information with the foster care provider regarding available training programs that address education issues for children in foster care;
13. Referring caregiver and educational rights holds of foster youth who have special education needs to special education programs and services;
14. Referring foster youth to services that meet local needs identified through collaborative relationships and local advisory groups, which may include, but shall not be limited to, all of the following:
  - a. Mentoring
  - b. Counseling
  - c. Transition Services
  - d. Emancipation services.
15. Establishing collaborative relationships and local advisory groups;
16. Providing regular updates on the status, grades, and performance of Tehama County foster youth, including but not limited to 504 agreements, Individual Education Plans and evaluations; and

17. Collect data, in cooperation with TCDSS, to assist the social worker to complete the Health and Education Passport for each Foster Youth student.
18. Providing foster youth with direct services, such as delivering, facilitating or arranging of services, is not considered administrative in nature, and therefore is not a claimable expense to this Title IV-E funding source.

**TCDSS agrees to:**

- 1) Provide staff to coordinate issues, resolve problems, and facilitate the timely referral or notification of placement moves for eligible foster youth;
- 2) Work with TCDE to implement a jointly-developed process for sharing/mutual exchange of information and data for all youth served pursuant to this MOU;
- 3) Be an active member of the Foster Youth Advisory Council;
- 4) Provide a workspace within TCDSS with a computer, as well as use of a telephone, photocopiers, and general office supplies; and
- 5) Facilitate and participate in joint problem solving with TCDE to address youth needs while partnering to establish target youth populations and prioritizing needs based on funding; and
- 6) Provide a venue to leverage CDE Foster Youth Services funding to allow the claiming of Title IV-E allowable administrative costs.

**TCDE and TCDSS jointly agree to:**

- 1) Share all relevant academic information for foster youth to ensure the court has updated and accurate information as it makes decisions regarding current and former foster youth.
- 2) Share all relevant academic information for foster youth to ensure that either party is aware of any educationally related issues in order to work collaboratively to decrease unmet needs as well as promote academic success.
- 3) TCDE FYSCP staff and TCDSS Social Workers will meet at least monthly during the school year to discuss educational issues related to foster youth.

**IV. GENERAL PROVISIONS**

**A. INDEMNIFICATION**

The parties agree to each defend, indemnify, and hold other Party, its officers, employees and agents harmless from any and all liability or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability or claims for injury or damages are caused by or result from the sole negligent or intentional acts or omissions of the other Party.

**B. INSURANCE PROVISIONS**

TCDE and TCDSS shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance

necessary to protect the public, with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

### **C. CONFIDENTIALITY AND RECORDS**

**Confidentiality:** Both Parties and their officers, employees, agents and subcontractors shall comply with WIC section 10850, 45 Code of Federal Regulations (CFR) section 205.50 and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by WIC section 10850 or by 45 CFR section 205.50, confidential medical or personnel records and the proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by TCDE from access to any such records, and from contact with its clients and complainants, shall be used by TCDE only in connection with its conduct of the program under this contract or as otherwise permitted by law. TCDSS, through the Director, shall have access to such confidential information and records to the extent allowed by law. Such information and records retained by the TCDSS shall remain confidential and may be disclosed only as permitted by law.

**Maintenance and Availability of Records:** TCDE shall prepare and maintain all reports and records that may be required by federal, state or TCDSS rules and regulations and shall furnish such reports and records to TCDSS and to the state and federal governments, upon request.

**Retention of Records:** TCDE shall maintain and preserve all records related to this MOU (and shall assure the maintenance of such records in the possession of any third party performing work related to this MOU) for a period of five (5) years from the date of final payment under this MOU and beyond the five-year period until any pending litigation, claim, negotiation, audit exception or other action involving this contract is resolved.

### **D. TERM**

This MOU shall take effect of July 1, 2025 for one year and will be reviewed for renewal in June 2026. Either Party may terminate this MOU by giving 30 days' written notice to the other Party. This MOU is contingent upon available funding and may be renewed or renegotiated upon mutual written consent of all Parties.

### **E. Changes, Amendments, or Alterations:**

No changes, amendments, or alterations to this MOU shall be effective unless in writing and signed by both parties.

### **F. Dispute Resolution:**

If a dispute arises between TCDSS and TCDE under this MOU, TCDE's Assistant Superintendent and the TCDSS Program Manager shall meet and confer within three (3) business days to resolve the dispute. If the dispute cannot be resolved, the matter may be submitted to the Department of Social Services Director and to the County Superintendent of Schools for resolution.

#### **G. FISCAL**

TCDE 50% Match and Non-Federal Costs, estimated	\$158,126.94
TCDSS 50% Federal Pass Through Obligation, estimated	<u>\$ 90,891.81</u>
Total Program Cost	\$249,018.75

The maximum obligation of TCDSS under this agreement shall not exceed \$249,018.75 or the actual federal share of allowable costs, whichever is less. (See Exhibit B)

TCDE is responsible for the Match amount, which is estimated at fifty percent (50%) of the total program cost, plus the non-federal share of costs calculated at the quarterly foster care discount rate. TCDE shall certify the expenditure of this share of cost, and that these funds were not used as a match to any other general program. The Match shall be documented on a quarterly invoice, and must be expended in order to claim Title IV-E reimbursement (Exhibit C).

TCDSS shall provide via email to TCDE, the quarterly foster care federal and non-federal rates as soon as possible after the end of each quarter. TCDE shall apply those rates to the invoiced expenses and submit the invoice (Exhibit C) to TCDSS no later than 30 calendar days after the end of the quarter or after termination of this MOU. Below is the timeline:

<u>Services Rendered by TCDE</u>	<u>Invoice Due to TCDSS</u>
July 1 to Sept 30	Nov 30
Oct 1 to Dec 31	Feb 28
Jan 1 to Mar 30	May 31
Apr 1 to Jun 30	Aug 31

TCDSS shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. TCDSS shall submit a quarterly claim to California Department of Social Services (CDSS) for reimbursement of the invoiced Title IV-E allowable activities.

TCDE shall be financially responsible for audit exception on disallowances by the State and Federal Government. TCDE shall provide audit records in compliance with 2 CFR Part 200 Subparts E and F (previously OMB Circular A-122) and provide a copy of the organizational wide audit annually. Failure to do so may end in the denial of payment under this or subsequent MOU's.

V. **NOTICE**

Notice to the Parties in connection with this MOU shall be given personally or by regular mail addressed as follows:

Bekkie Emery, Social Services Director  
Department of Social Services  
Tehama County  
310 S. Main St.  
Red Bluff, CA 96080

Richard DuVarney, Tehama County Superintendent  
Tehama County Department of Education  
1135 Lincoln St.  
Red Bluff, CA 96080

The parties hereto will have their duly authorized representative execute this Agreement on the day, month, and year below written and agree that the terms of this will commence effective at signing and shall remain in effect until June 30, 2026.

BY:

Richard DuVarney  
Richard DuVarney (Jul 1, 2025 15:00 PDT)

Richard DuVarney  
Tehama County Superintendent  
Tehama County Department of Education

Bekkie Emery  
Bekkie Emery  
Social Services Director  
Tehama County Department of Social Services

Dated: 07/01/2025

Dated: July 3, 2025

\_\_\_\_\_  
Matt Hansen, Chairperson,  
Tehama County Board of Supervisors

Dated: \_\_\_\_\_

## EXHIBIT B

<b>BUDGET</b>	If needed for more space, insert or delete rows, or attach another page(s).		Budget Start Date:	July 1, 2025
			Budget End Date:	June 30, 2026
<b>CONTRACTOR NAME AND ADDRESS</b>		<b>PURPOSE/TITLE OF CONTRACT:</b>		
Tehama County Department of Education		<b>PROGRAM CONTACT</b>		<b>FISCAL CONTACT</b>
1135 Lincoln St		Name: Jared Caylor		Name: Johnna Cox
Red Bluff, CA 96080		Telephone: 530-528-7322		Telephone: 530-528-7351
		Email: <a href="mailto:jcaylor@tehamasch">jcaylor@tehamasch</a>		Email: <a href="mailto:jcox@tehamaschools.org">jcox@tehamaschools.org</a>
<b>BUDGET LINE ITEM:</b> For salary & benefit items, provide the job title or function of the position. For direct & indirect costs, provide specific detail to identify the item or purpose, or attach a budget narrative.				<b>TOTAL CONTRACT BUDGET</b>
<b>DIRECT SALARIES</b>		Annual Salary	FTE (% of time)	
Prevention Specialist		\$ 82,000.00	100%	\$ 82,000.00
Prevention Specialist		\$ 82,000.00	100%	\$ 82,000.00
				\$ -
				\$ -
<b>DIRECT BENEFITS/FRINGE</b>				
Prevention Specialist		\$ 33,500.00	100%	\$ 33,500.00
Prevention Specialist		\$ 40,000.00	100%	\$ 40,000.00
				\$ -
				\$ -
<b>DIRECT SALARIES &amp; BENEFITS TOTAL</b>				<b>\$ 237,500.00</b>
<b>DIRECT COSTS</b>		Quantity	Cost	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>DIRECT COSTS TOTAL</b>				<b>\$ -</b>
<b>INDIRECT SALARIES</b>		Annual Salary	FTE (% of time)	
Indirect Operation	4.85%	1	\$ 11,518.75	\$ 11,518.75
				\$ -
				\$ -
<b>INDIRECT BENEFITS/FRINGE</b>				
				\$ -
				\$ -
				\$ -
<b>INDIRECT SALARIES &amp; BENEFITS TOTAL</b>				<b>\$ 11,518.75</b>
<b>INDIRECT COSTS</b>		Quantity	Cost	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>INDIRECT COSTS TOTAL</b>				<b>\$ -</b>
<b>TOTAL BUDGET</b>				<b>\$ 249,018.75</b>
Is contractor for-profit?		No	Yes, enter amount of profit:	\$ -



**EXHIBIT B**  
**SAMPLE INVOICE**

<b>INVOICE</b>		Attach back-up documentation to this page. If needed for more space, insert or delete rows, or attach another page(s).			
<b>CONTRACTOR NAME AND ADDRESS</b>		<b>INVOICE #:</b>		<b>FOR MONTH(S)/YEAR:</b>	
0					
0		<b>CONTRACT #:</b>		<b>PURPOSE/TITLE OF CONTRACT</b>	
0				0	
<b>BUDGET LINE ITEM</b>	<b>A. CONTRACT BUDGET</b>	<b>B. CURRENT INVOICE COSTS</b>	<b>C. TOTAL COSTS YEAR-TO-DATE INCLUDING THIS INVOICE</b>	<b>D. BALANCE REMAINING PAYABLE (A-C)</b>	
<b>DIRECT SALARIES</b>					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
<b>DIRECT BENEFITS/FRINGE</b>					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
<b>DIRECT SALARIES &amp; BENEFITS TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>DIRECT COSTS</b>					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
<b>DIRECT COSTS TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>INDIRECT SALARIES</b>					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
<b>INDIRECT BENEFITS/FRINGE</b>					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
<b>INDIRECT SALARIES &amp; BENEFITS TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>INDIRECT COSTS</b>					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
<b>INDIRECT COSTS TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL INVOICE</b>		<b>\$ -</b>			
<b>TOTAL CONTRACT</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	