

MEMORANDUM OF UNDERSTANDING BETWEEN NICHOLAS SCOPPETTA, AS COMMISSIONER OF THE NEW YORK CITY ADMINISTRATION FOR CHILDREN'S SERVICES, 80 LAFAYETTE STREET, NEW YORK, NEW YORK 10013, AND RUDOLPH F. CREW, AS CHANCELLOR OF THE NEW YORK CITY BOARD OF EDUCATION, 110 LIVINGSTON STREET, BROOKLYN, NEW YORK 11201

WHEREAS, Nicholas Scoppetta, as Commissioner of the New York City Administration for Children's Services ("ACS") and Rudolph F. Crew, as Chancellor of the New York City Board of Education ("BOE"), wish to act in a spirit of mutual cooperation and strengthen their efforts to protect children from abuse and neglect; and

WHEREAS, ACS and BOE desire to perform their respective functions in compliance with all applicable laws; and

WHEREAS, section 422 (4)(A)(O) of the Social Services Law, the intent of which is to make more information available to service providers to protect children from abuse and neglect, provides that, under certain circumstances, ACS is permitted to share child protective services information ("CPS information") with school personnel where the child or the child's family has been referred by ACS to a school's "provider or coordinator of services" within the meaning of such section, and the information is necessary for the school staff to a) establish and implement a plan of service for the child or the child's family; b) monitor the provision and coordination of services and the child and family's circumstances, or c) directly provide services to the child or family; and

WHEREAS, the Family Educational and Privacy Rights Law allows the release of a student's education records without parental notification in accordance with State law and/or in connection with an emergency, if the knowledge of such information is necessary to protect the health and safety of the student or others, provided records of release are maintained;

WHEREAS, school personnel play an important role in assisting children to whom ACS is providing child protective services, school personnel are vital to the establishment and implementation of a plan of services for these children or their families or to the monitoring of such services to these children or their families, or to the provision of services directly to these children or their families;

NOW THEREFORE, the parties agree as follows:

BOE shall designate appropriate school staff to function as a "provider or coordinator of services" within the meaning of Social Services Law section 422 (4)(A)(O) ("School Service Provider(s)") (i) to assist children and/or their families in need of the services described in such section and (ii) to act as a liaison to ACS to coordinate and facilitate the exchange of information and ensure cooperation with ACS investigators.

ACS shall designate appropriate agency staff to serve as liaisons to BOE to facilitate and coordinate the exchange of information with appropriate school officials.

ACS and BOE shall provide to one another a list of the persons, with telephone numbers, designated to act as liaisons and shall, from time to time, update the list as may be required.

When a child known to the child protective services unit of ACS is enrolled in school, the designated school staff person(s) in that school shall be regarded per se as a "provider of services" on behalf of that child and it shall be assumed that ACS has made a referral to the school, within the meaning of section 422 (4)(A)(O). ACS agrees to provide to designated school service providers, to the extent permitted by law, CPS information with respect to such child that ACS deems appropriate to disclose. School providers of service shall furnish to ACS information appropriate to risk assessment and rendition of services by ACS regarding specific children in accordance with protocols to be agreed upon by the undersigned parties. BOE shall provide appropriately authorized ACS personnel with information concerning the school attendance records of children who are the subjects of ACS investigations, or who are named in child abuse and maltreatment reports, the names and locations of the schools they attend, and the identities of school personnel likely to be most knowledgeable about the current status of such children. BOE shall permit authorized ACS personnel direct access to its computer database to the extent such access is necessary to obtain such information on a timely basis and provided such access is limited to information concerning such children and to the extent allowed by law. ACS shall not disclose to BOE information which would identify the source of the report to the State Central Register and shall not disclose legally sealed unfounded reports, except to the extent that information from a legally sealed unfounded report is incorporated in a subsequent report involving a child named in the unfounded report.

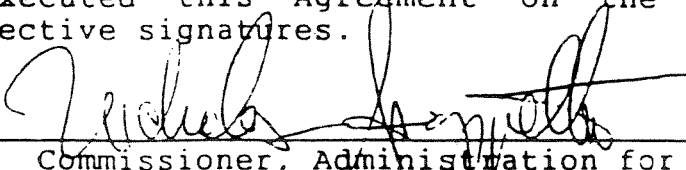
BOE agrees to use all CPS information obtained from ACS solely for purposes of this Agreement and to maintain the confidentiality of all CPS information obtained from ACS in conformity with applicable federal and state laws and regulations. ACS agrees to use all information obtained from BOE solely for purposes of this Agreement and to maintain the confidentiality of all information obtained from BOE in conformity with federal and state applicable laws and regulations.

BOE agrees to oversee the performance of staff designated as school service providers to ensure that they perform in accordance with this Agreement, in particular, that they provide information to ACS in a timely, confidential manner and that they maintain information provided by ACS in a strictly confidential manner.

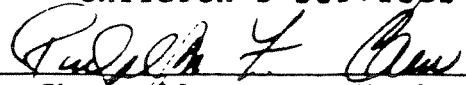
BOE or ACS shall have the right to terminate this agreement in whole or in part for any reason upon written notification to the other party.

The parties hereto have executed this Agreement on the dates appearing opposite their respective signatures.

DATE: 2/27/97


 Commissioner, Administration for
 Children's Services

DATE: 2/27/97


 Chancellor, New York City
 Board of Education