

"PROJECT SCHOOL SUCCESS"
MEMORANDUM OF UNDERSTANDING
BETWEEN THE NEW YORK CITY DEPARTMENT OF EDUCATION
AND THE NEW YORK CITY ADMINISTRATION FOR CHILDREN'S SERVICES
TO PROVIDE ACCESS TO DOE COMPUTER
INFORMATION TO FOSTER CARE AGENCIES

In an effort to ensure that children in foster care who attend New York City Department of Education schools are provided with any necessary support they may need to facilitate successful school performance, this memorandum of understanding (MOU) is entered into between the New York City Department of Education (DOE) and the New York City Administration for Children Services (ACS). Individual foster care agencies shall sign a separate copy of this MOU evidencing their agreement to the terms thereof, and the validity of this MOU with respect to a particular agency is not dependent on execution of the MOU by any other agency.

WHEREAS, ACS and the DOE wish to act in a spirit of mutual cooperation and strengthen their efforts to ensure that all children receive educational services appropriate to their needs; and

WHEREAS, ACS contracts with private foster care agencies for the care of children in foster care and this responsibility includes an obligation to ensure that children in foster care continue their education as appropriate; and

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

WHEREAS, a legitimate educational interest is furthered by ensuring the children in foster care who attend DOE schools are provided with any necessary support they may need to facilitate successful school performance; and

WHEREAS, information from the DOE will facilitate the ability of the foster care agency to ensure timely enrollment in school and oversee the education of the children in its care.

WHEREAS, DOE, ACS and the foster care agency agree that an ongoing cooperative relationship and data exchange will assist all parties in ensuring that children in foster care receive support to address emergency needs resulting from crisis situations, as well as support to enable them to function more successfully in school;

NOW, THEREFORE, the parties agree as follows:

1. A participating foster care agency ("Agency") shall sign a copy of this agreement that has been executed by ACS and DOE signifying its agreement to the terms and conditions contained herein prior to being afforded access to DOE databases (defined below). ACS shall retain copies of the agreements signed by the Agencies.
2. An Agency may designate two (2) employees who may have access to the DOE databases at any given time. An Agency may request from ACS that it be permitted to designate additional employees to have access to the DOE databases based on the programmatic needs of the Agency. ACS will work with DOE to address these requests. The Agency will provide DOE and ACS with the names of the employees and will update these names as necessary.
3. DOE shall permit authorized personnel from the Agency direct "read only" access to identified screens from its databases in order to access student information, including special education information for the purpose of accessing information about students who are in the care of the Agency and have not received either a high school diploma or a general equivalency diploma. These display screens shall include, but not be limited to:

- Display Student and Adult Screen
- Student Attendance Display Screen
- View Course Mark Screen
- Attendance History Inquiry Screen
- Student's Exam Scores Screen
- View Exam Marks Screen
- Special Education Data Screen
- Admission and Discharge History Screen
- Immunization Display Screen
- Display Student (Continuation Screen – Promotion in Doubt)

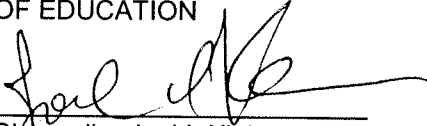
These screens will display information from the Automate the Schools (“ATS”) computer database, special education database known as Child Assistance Program CAP, and High School Schedule and Transcript (“HSST”) databases or comparable databases that may replace these databases (collectively, “DOE databases”).

4. Agencies shall inform the principal/designee of the school a child in care is attending of any corrections or changes that should be made to student information in ATS.
5. Those Agency employees who are provided access to the DOE databases must agree to be fingerprinted and the DOE reserves the right to refuse or discontinue access to a particular employee based on criminal information obtained through fingerprinting. ACS will be responsible for entering and maintaining updated information in the DOE's Personnel Eligibility Tracking System (“PETS”) on Agency employees given access to DOE databases pursuant to this MOU and for contacting an Agency in the event the DOE determines to withdraw access for a particular employee. ACS will designate at least two (2) employees for this purpose.
6. An employee of the Agency must sign the confidentiality acknowledgement that is attached to this MOU before being given access to the DOE databases. The Agency shall retain a copy of the signed acknowledgement for six (6) years after the employee no longer has access to the DOE databases. A copy of the signed confidentiality agreement shall be provided to the DOE and ACS.
7. An employee of the Agency shall be able to obtain access to DOE databases only by entering the student identification number (currently known as the OSIS number) for a student in the care of the Agency.
8. ACS shall be responsible for ensuring that the Agency has accurate OSIS numbers for students in the care of the Agency. ACS will identify a unit or employee(s) who will provide assistance to Agencies to obtain accurate OSIS numbers. All inquiries to this unit will be responded to within 48 business hours.
9. ACS will coordinate initial DOE training of authorized Agency users on DOE databases and follow up training no less than annually each year thereafter. DOE will collaborate with ACS in this effort by providing training on the use of ATS and other DOE databases. ACS will provide technical assistance to the Agencies to troubleshoot issues related to accessing information from the DOE databases. DOE will provide a contact person/unit for ACS in the event that DOE assistance is needed to resolve issues related to the use of the DOE databases.

10. The Agency shall use the information from DOE databases solely for the purpose of furthering the education of children in its care, including to better engage DOE personnel in efforts to collaborate more effectively in serving these children.
11. This MOU may be modified through the mutual written consent of ACS and DOE. If modified in any material aspect, at the request of DOE, the Agencies may be required to re-execute their acknowledgement and agreement to the terms of the MOU.
12. The list of Agencies with access to DOE databases may be amended by written notification from ACS to DOE.
13. The Agency shall cooperate with the DOE and ACS for installation of necessary software and security features and, any DOE security/technical requirements prior to its being granted access to the DOE databases. ACS will work with Agencies to determine that they have the necessary equipment to accept the software that will allow them to access DOE databases directly via City Net.
14. Confidentiality
 - a. All information and records obtained from DOE pursuant to this MOU shall be maintained in the child and family's foster care record. All information obtained, learned or developed in connection with the sharing of data under this MOU shall be held confidential pursuant to applicable provisions of the New York State Social Services Law, New York State Executive Law, the Federal Social Security Act, the Family Educational Rights and Privacy Act ("FERPA") and Chancellor's Regulation A-820 and any applicable regulations promulgated there under and shall not be disclosed to any persons except as authorized by law. Moreover, all parties understand that the release of confidential information to persons or agencies not authorized to receive such information is illegal.
 - b. The provisions of this section shall remain in full force and effect following termination of, or cessation of the services required by this agreement.
15. The term of this MOU shall be for five (5) years, with automatic renewal for an additional five (5) years thereof, unless terminated earlier by either the DOE or ACS. DOE or ACS shall have the right to terminate this MOU in whole or in part with or without cause. Notification of intent to terminate this MOU with respect to all Agencies must be provided in writing to the other party with no less than thirty (30) days prior notice unless emergency circumstances require shorter notification. Notice of intent to terminate this MOU with respect to individual Agency or Agencies must be provided in writing on no less than ten (10) days prior notice unless emergency circumstances require shorter notification. An Agency may withdraw from the MOU by providing written notification to ACS.

The parties hereto have executed this MOU on the dates appearing below their respective signatures.

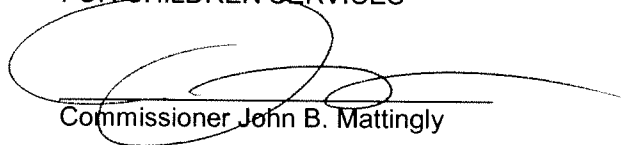
NEW YORK CITY DEPARTMENT
OF EDUCATION



Chancellor Joel I. Klein

Date: 2/5/08

NEW YORK CITY ADMINISTRATION
FOR CHILDREN SERVICES



Commissioner John B. Mattingly

Date: 02/01/08

Acknowledged and Agreed to by:

Name of Foster Care Agency

Name: _____

Title: _____

Date: _____

Sworn to this
____ day of _____, _____

Notary Public of the State of New York

Agency Employee
Confidentiality Acknowledgement

_____, being duly sworn, deposes and says:

I have received and read a copy of the MOU between the New York Department of Education (“DOE”) and the New York City Administration for Children’s Services, acknowledged and agreed to by _____, the foster care agency (“Agency”) with which I am currently employed. I understand that this MOU provides me with access to information on children in New York City public schools in order to assist me and the Agency at which I am employed to ensure appropriate provision of educational services and support. I will use this information to assist Agency staff and foster parents in ensuring timely enrollment in education programs that will meet the needs of children in foster care and in collaborating with DOE schools to ensure that the educational needs of these children are met.

I understand that pursuant to this MOU, I am being given access to the DOE’s computer systems containing information for New York City public school children, solely for the purposes of obtaining educational information about identified children in the care of the Agency. I have been advised that this information is confidential student record information under Federal and State law and may be shared with persons within or outside the Agency only in accordance with applicable law and any unauthorized disclosure of such confidential information may result in civil and/or criminal penalties.

I agree to be fingerprinted by the New York City Department of Education as a condition of my access to the DOE computer systems and to abide by any determinations that are made regarding my access to the systems as a result of the fingerprint verification. I agree to immediately notify my employer in the event that I am arrested.

I agree that I will only search for information about children in the care of the Agency and for whom I have an OSIS number and a legitimate educational interest. I will use the information that I obtain from the DOE’s database only for legitimate educational purposes. I understand that I may share information with others, such as caseworkers, foster parents and the family court, only if needed to further the educational interests of the student(s) and if permitted by law. I will not otherwise share this information with anyone. I will not share my password with any other person. I will abide by the confidentiality provisions in the MOU.

I hereby affirm that I received training provided by ACS and the DOE on use of ATS and other DOE systems on _____.

Acknowledged and Agreed to by:

Name of Foster Care Agency

User’s Name: _____

Title: _____

Phone Number: _____

Date: _____

Sworn to this
____ day of _____, _____

Notary Public of the State of New York