

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.

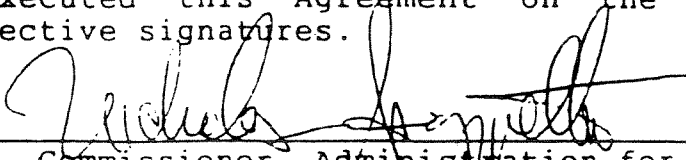
BOE agrees to use all CPS information obtained from ACS solely for purposes of this Agreement and to maintain the confidentiality of all CPS information obtained from ACS in conformity with applicable federal and state laws and regulations. ACS agrees to use all information obtained from BOE solely for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

## MEMORANDUM OF UNDERSTANDING

In an effort to ensure that children in foster care who attend New York City Board of Education schools are provided with any necessary supports they may need to facilitate successful school performance, the following MEMORANDUM OF UNDERSTANDING ("MOU"), dated this 7<sup>th</sup> day of December, 2001 was agreed upon by the Administration for Children's Services ("ACS"), with offices at 150 William Street, New York, New York 10038 and the New York City Board of Education, ("BOE"), with offices at 110 Livingston Street, Brooklyn, New York 11201.

### WITNESSETH:

WHEREAS, the New York City Administration for Children's Services ("ACS") and the New York City Board of Education ("BOE"), 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, BOE and ACS desire to perform their respective functions in compliance with all applicable laws; and

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

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

NOW THEREFORE, the parties agree as follows:

1. The Term of Performance for this MOU shall be a Twelve month period from December 14, 2001 to December 14, 2002 and shall be automatically renewed unless terminated.
2. The goals of this MOU is to 1) establish the guidelines for instituting a process of regular data sharing between BOE and ACS, 2) indicate how data will be used, and 3) address all confidentiality issues.
3. On a school semester basis ACS shall provide BOE with an data file compatible with BOE data requirements of school-aged children, 4 years of age or older, in foster care including children in active, trial discharge and suspended payment statuses. The data file shall contain 1) the child's student ID if known based on prior matches completed on this population, 2) the child's CIN, 3) the child's name, 4) date of birth, 5) gender, 6) case name, 7) foster home address, and 8) foster care agency, it's address and general telephone number.

4. For the children identified by ACS as served by foster care, the BOE will return data to ACS. For data elements included in data sharing efforts with ACS prior to the date of this MOU (such as school admission/discharge, attendance, grade level, and annual test scores), such data shall be submitted to ACS within two weeks of BOE and ACS' identification of BOE children Identification Numbers. For data elements that have not been included in prior data sharing efforts (such as special program status/program participation, grades, disciplinary actions, and graduation), such data shall be submitted to ACS based on a mutually agreed upon time frame. The data will be provided in a format compatible with ACS data requirements.
5. ACS and BOE shall discuss the feasibility of sharing data on a more frequent basis. More frequent exchanges of this data is a goal of this initiative. A decision to implement more frequent exchanges, to which both ACS and the BOE must agree, will be implemented by the experience of the initial sharing of data.
6. Based on the information on children served by foster care, the BOE shall provide each Attendance Supervisor a data file of foster care children served by schools in their jurisdiction. The Attendance Supervisor will share this list with the Supervisor of Guidance and will distribute to each Principal the list of foster care children enrolled in their respective individual school. BOE personnel will use this information as directed in the BOE memorandum, which is attached hereto and made a part hereto as Appendix A, which will be distributed along with the list of children. The distributed protocol on the utilization of this data will be consistent with the essential goal of this effort to identify students in foster care for the purpose of facilitating and supporting the educational progress by providing additional service(s) as necessary. In addition, BOE will use this information as a basis to engage foster care agencies in developing better collaboration in serving foster children enrolled in BOE schools.
7. BOE may also use the data provided by ACS to ensure that children receive free or reduced price meals to which they may be entitled and to determine eligibility for Title I services.
8. ACS shall provide school and educational performance information to its contracted and direct service foster care providers for the children in their care. Foster care agencies and ACS personnel will receive instruction on how to use the BOE information. These instructions will be consistent with the goal of addressing the educational needs of foster care children and to better engage BOE personnel in efforts to collaborate more effectively in serving these children. In addition, ACS shall develop summary and child specific information describing the educational performance of its children served by foster care. Only persons or agencies authorized to receive such confidential information shall be eligible to receive it and shall abide by the Confidentiality provisions as set forth in their Agreement with ACS or BOE as applicable.
9. ACS and BOE shall use all information obtained in connection with this MOU solely to further the purposes set forth herein. Should BOE or ACS wish to use the data provided

by ACS in a way other than described in this MOU a written agreement specific to this additional purpose and endorsed by both agencies must be completed.

10. This MOU may be modified through the mutual written consent of both parties.
11. ACS or BOE shall have the right to terminate this MOU in whole or in part for any reason upon written notification to the other party.
12. Confidentiality
  - A. All information obtained, learned or developed in connection with the sharing of data shall be held confidential pursuant to applicable provisions of the New York State Social Services Law, the Federal Social Security Act, the Family Educational Rights and Privacy Act and any applicable regulations promulgated thereunder and shall not be disclosed to any persons except as authorized by law. Moreover, both parties understand that the release of confidential information to persons or agencies not authorized to receive such information is a class A misdemeanor. Persons or agencies authorized to receive confidential information shall abide by the Confidentiality provisions as set forth in their Agreement with ACS or BOE as applicable.
  - B. All of the reports, information or data, furnished to or prepared, assembled or used under this MOU are to be held confidential, and the same shall not be made available to any individual or organization without the prior written approval.
  - C. The provisions of this Section shall remain in full force and effect following termination of, or cessation of the services required by this Agreement.
13. It is understood that ACS and BOE commence this partnership in the spirit of inter-agency collaboration and commitment to ensure that all children receive educational services appropriate to their needs, that children in foster care who attend BOE schools are provided with any necessary supports which address emergency needs resulting from crisis situations, as well as services to enable them to function more successfully in school.

IN ACCORDANCE with the above terms and conditions, the parties hereby execute this Memorandum of Understanding.

NEW YORK CITY BOARD OF  
EDUCATION

NEW YORK CITY ADMINISTRATION  
FOR CHILDREN'S SERVICES

Vincent Giordano  
Signature

[Signature]  
Signature

NAME Vincent B. Giordano

NAME Linda Gibbs

TITLE Executive Director

TITLE Deputy Commissioner

DATE: 12/14/01

DATE: 12/14/01

Sworn to before me this 14<sup>th</sup>  
day of December, 2001

Sworn to before me this 14<sup>th</sup>  
day of December, 2001

Patricia Greene  
Notary Public

[Signature]  
Notary Public

**PATRICIA GREENE**  
Notary Public, State of New York  
No. 24-4875006  
Qualified in Kings County  
Commission Expires April 20, 2003

**HAL D. GREENBERG**  
Notary Public, State of New York  
Reg. No. 01GR5062991  
Qualified in Queens County  
Commission Expires On July 15, 2002