

**SAN BENITO COUNTY SCHOOLS
MEMORANDUM OF UNDERSTANDING (MOU)
FINGERPRINT CONSORTIUM**

This Memorandum of Understanding is entered into effective July 1, 2022, for participation in the San Benito County Schools Fingerprint Consortium is entered into by the **San Benito County Office of Education** and the **Hollister School District** pursuant to Education Code sections 44830.2 and 45125.01. The purpose of the consortium is to provide for a centralized system for receiving and maintaining criminal history records for temporary, part-time, substitute certificated and classified employees, or non-certificated candidates assuming a paid or volunteer position with any San Benito County public school employer pursuant to Education Code section 49024 who may be employed by more than one San Benito County public school employer.

The parties agree as follows:

1. The Hollister School District hereby designates the San Benito County Office of Education as its agent for the purpose of fulfilling the following functions and responsibilities that are set forth in the Education Code sections 44830.1 and 45125:
 - Receiving reports of convictions of the serious and violent felonies as defined in Education Code sections 44830.1(c)(1) and 45122.1(c)(1), sex offenses as defined in Education Code section 44010, controlled substance offenses as defined in section 44011, or offenses specified in section 44424.
 - Reviewing criminal history records.
 - Subscribing to the subsequent arrest notification service from the California Department of Justice as provided under Penal Code section 11105.2.
 - Reviewing reports of subsequent arrests from the Department of Justice.
 - Maintaining common lists of persons eligible for employment.
 - Making information available to the Hollister School District as provided in paragraphs 3 and 4.
2. The agency designation described in paragraph 1, above, shall apply to all temporary, part-time or substitute certificated and classified employees, and all applicants for such positions, and all non-certificated candidates assuming a paid or volunteer position with any San Benito County public school employer pursuant to Education Code section 49024.
 - The individual at the San Benito County Office of Education responsible for performing the functions and carrying out the responsibilities described in paragraph 1, above, is the person occupying the position of Personnel/Credentials Supervisor.
3. Criminal Record Summary – No party to this agreement shall disclose the contents of, or provide copies of, criminal offender record information except that upon receipt of a criminal record summary. The San Benito County Office of Education shall take the following action(s):

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Criminal Record Summary—continued

- If the information received from the California Department of Justice reveals that the employee or applicant is not prohibited from being employed, the San Benito County Office of Education shall place the person's name on a list of eligible employees and shall, upon request, issue a Certificate of Employability to any party employing the individual. This certificate shall state that the San Benito County Office of Education has received the criminal record summary of the employee or applicant in question, the date of receipt of that summary, that the information contained therein does not prohibit the individual from being employed, and that the San Benito County Office of Education had not received any subsequent arrest or conviction information that would prohibit employment.
- The San Benito County Office of Education shall notify the Hollister School District's Superintendent or designee of each party informing him/her that the criminal record summary for the individual is available for inspection at the Personnel Office of the San Benito County Office of Education by the Hollister School District's Superintendent or designee on a confidential basis for a period of thirty (30) days following receipt of the notice. If the information received from the California Department of Justice reveals that an employee or applicant is prohibited from being employed, the SBCOE shall notify the Hollister School District's Superintendent or designee of that fact, and that the individual's criminal record summary is available for inspection at the San Benito County Office of Education Personnel Office by the Hollister School District's Superintendent or designee on a confidential basis for a period of thirty (30) days following receipt of the notice.
- The San Benito County Office of Education shall comply with criminal offender records information destruction, storage, dissemination, auditing, background checking and training requirements as set forth in Sections 700 through 708, inclusive, of Title 11 of the California Code of Regulations and with the rules regarding use. In addition, the San Benito County Office of Education shall maintain a record of all persons to whom the information has been disclosed and/or provided to.

4. **Notice of Subsequent Arrest or Conviction** – No party to this agreement shall disclose the contents of, or provide copies of, criminal offender record information except that upon receipt of subsequent arrest or conviction information, the San Benito County Office of Education shall take the following action(s):

- The San Benito County Office of Education shall immediately notify the Hollister School District's Superintendent or designee of each party known by the San Benito County Office of Education to have employed the individual via telephone, fax or e-mail, informing him/her that a subsequent arrest or conviction notification has been received and whether or not the employee is eligible for employment based upon the information contained within the notice, which shall be available for inspection at the San Benito County Office of Education's Personnel Office by the Hollister School District's Superintendent or designee on a confidential basis for a period of thirty (30) days.

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Notice of Subsequent Arrest or Conviction—continued

- The San Benito County Office of Education shall comply with criminal offender records information destruction storage, dissemination, auditing, backgrounding, and training requirements as set forth in Sections 700 through 708, inclusive, of Title 11 of the California Code of Regulations and the rules regarding use and security of these records as set forth in Section 11077 of the Penal Code. In addition, the San Benito County Office of Education shall maintain a record of all persons to whom the information has been disclosed and/or provided to.
- 5. Hollister School District will hold harmless, defend, and indemnify San Benito County Office of Education, its Superintendent, employees, and agents, against any and all actions and/or claims that might result from performance of this agreement.
- 6. This agreement is effective on July 1, 2022. This agreement will automatically renew on July 1 of each year and will continue in effect year to year unless the Hollister School District provides written notice to the San Benito County Office of Education by May 1 of the preceding school year of its intent to terminate the agreement.
- 7. The Hollister School District hereby authorizes the San Benito County Office of Education to withhold annually from funding due to the Hollister School District an amount based on ADA levels identified in Attachment A as the Hollister School District's share of the cost of operating the Fingerprint Consortium.

Hollister School District



 Authorized Signature

Superintendent

 Title


4/20/2022

 Date

Erika Sanchez

 CUSTODIAN OF RECORDS

San Benito County Office of Education



 Authorized Signature

Deputy Superintendent

 Title

4/10/22

 Date

The above named Custodian of Records is authorized to receive/review the confidential criminal history information pertaining to Hollister School District employees/applicants in this agreement.

ATTACHMENT A

Annual charges will be based on Prior Year P-2 ADA

Schedule of Charges

| | |
|----------------------------|--------------|
| Up to 900 ADA | \$100 |
| 901 – 2500 ADA | \$250 |
| 2501 – 5000 ADA | \$500 |
| 5001 and higher ADA | \$750 |



San Benito County Office of Education

Krystal Lomanto, County Superintendent of Schools

460 Fifth Street | Hollister, California 95023 | 831. 637.5393 | FAX 831. 637.0140

Verification of Memorandum of Understanding Fingerprint Consortium

This is to verify that Hollister School District shall participate as a member of the San Benito County Office of Education Fingerprint Consortium per the Memorandum of Understanding signed on 4/20/2022 (insert date).

The authorized Hollister School District Custodian of Records is:

1. Name: Erika Sanchez
Title: Superintendent
Email: esanchez@hcsd.org

The authorized Hollister School District Superintendent designee to receive the Clearance Summary is:

1. Name: Linda Villalon
Title: Director of HR
Email: lvillalon@hcsd.org
2. Name: _____
Title: _____
Email: _____

The above-named Custodian(s) of Records is authorized to receive/review the confidential criminal history information pertaining to Hollister School District employees/applicants.

Hollister School District

Authorized Signature

Superintendent

Title

4/20/2022

Date

San Benito County Office of Education

Authorized Signature

Title

Date

For SBCOE Routing Use Only:

1. ___ HR 2. ___ Superintendent/Designee 3. ___ Business Department

