

MEMORANDUM OF AGREEMENT FINGERPRINT CLEARINGHOUSE

This Memorandum of Agreement for participation in the Marin County Schools Fingerprint Clearinghouse is entered into by the Marin County Office of Education and the undersigned school districts pursuant to Education Code Sections 44830.2 and 45125.01. The purpose of the clearinghouse is to provide for a centralized system for receiving and maintaining criminal history records for temporary part-time, or substitute certificated and classified employees who may be employed, or works as an unpaid volunteer, for more than one Marin County public school employer. As used herein, the term employee includes unpaid volunteers.

The parties agree as follows:

1. The school district hereby designates the Marin County Office of Education as its agent for the purpose of fulfilling the following functions and responsibilities which are set forth in the Education Code Section 44830.1 and 45122.1, sex offenses as defined in Education Code Section 44010, controlled substances offenses as defined in section 44011, or offenses specified in section 44424.
 - 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 substances 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 Sections 11105 and 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 School District as provided in paragraph 4 and 5.
2. The agency designation described in paragraph 1, above, shall apply to all temporary part-time or substitute employees, and all applicants for such positions.
3. The individual at the Marin 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 Director, Personnel Services.
4. 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 Marin County Office of Education shall take the following action(s):
 - If the information received from the California Department of Justice reveals that the employee or applicant is not prohibited from being employed, the Marin County Office of Education shall place the person's name on a list of eligible employees.
 - The Marin County Office of Education shall notify the Superintendent or designee of each party informing him/her that the criminal record summary for the individual is available for inspection at the Marin County Office of Education by the 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, Marin County Office of Education shall notify the Superintendent or designee of each party informing him/her of that fact and that the criminal record summary for the individual is available for inspection at the Marin County Office of Education by the Superintendent or designee on a confidential basis for a period of thirty (30) days following receipt of the notice.

- The Marin 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 Marin County Office of Education shall maintain a record of all persons to whom the information has been shown.
5. 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 Marin County Office of Education shall take the following actions(s):
- The Marin County Office of Education shall immediately notify the superintendent or designee of each participating district, 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 office of the Marin County Office of Education by the Superintendent or designee on a confidential basis for a period of thirty (30) days.
 - The Marin County Office of Education shall comply with criminal offender records information destruction, storage, dissemination, auditing, backgrounding and training requirements as set forth in Section 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 Marin County Office of Education shall maintain a record of all persons to whom the information has been shown.
6. This agreement will automatically renew on July 1 of each year and will continue in effect from year to year unless the School District notifies the Marin County Office of Education by May 1 of its intent to terminate the agreement.

DESIGNEE

Date: _____

 Marin County Office of Education

SCHOOL DISTRICTS

SUPERINTENDENT SIGNATURE

RECORDS CUSTODIAN

Date: _____

 Bolinas-Stinson Union School District

Date: _____

 Dixie School District

Date: _____

 Kentfield School District

Date: _____

 Laguna Joint School District

SUPERINTENDENT SIGNATURE

RECORDS CUSTODIAN

Date: _____	_____	_____
	Lagunitas School District	
Date: _____	_____	_____
	Larkspur Corte Madera School District	
Date: _____	_____	_____
	Lincoln School District	
Date: _____	_____	_____
	Mill Valley School District	
Date: _____	_____	_____
	Nicasio School District	
Date: _____	_____	_____
	Novato Unified School District	
Date: _____	_____	_____
	Reed Union School District	
Date: _____	_____	_____
	Ross School District	
Date: _____	_____	_____
	Ross Valley School District	
Date: _____	_____	_____
	San Rafael Elementary School District San Rafael High School District	
Date: _____	_____	_____
	Sausalito Marin City School District	
Date: _____	_____	_____
	Shoreline Unified School District	
Date: _____	_____	_____
	Tamalpais Union High School District	
Date: _____	_____	_____
	Union Joint School District	

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