

VENTURA COUNTY OFFICE OF EDUCATION

Stanley C. Mantooth, County Superintendent of Schools

MEMORANDUM OF UNDERSTANDING FINGERPRINT CLEARINGHOUSE

This Memorandum of Understanding for participation in the Ventura County Office of Education (VCOE) Fingerprint Clearinghouse is entered on this 12th day of June, 2020 by and between Pleasant Valley School District (hereinafter referred to as "District") and Ventura County Office of Education (hereinafter referred to as "VCOE") pursuant to Education Code sections 44830.2.

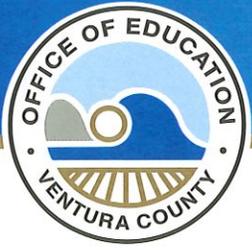
The purpose of the clearinghouse is to provide for a centralized system for receiving and maintaining criminal history records for certificated substitute teachers who may be employed with more than one Ventura County public school employer.

The parties agree as follows:

1. The District hereby designates the VCOE as its agent for the purpose of fulfilling the following functions and responsibilities which are set forth in Education Code section 44830.1:
 - Transmitting fingerprints to California Department of Justice (DOJ).
 - Receiving reports of convictions of the serious and violent felonies as defined in Education Code sections 44830.1(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 DOJ as provided under penal Code section 11105.2.
 - Reviewing reports of subsequent arrests from the DOJ.
 - Maintaining common lists of persons eligible for substitute teaching.
 - Making information available to the District as provided in paragraphs 4 and 5.
2. VCOE designation described in paragraph 1, above, shall apply to all certificated substitute teachers and all applicants for these positions.
3. VCOE Director of Human Resources or designee is responsible to perform the functions and carrying out the responsibilities described in paragraph 1, above.
4. Criminal Record Summary – No District 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 VCOE shall take the following action(s):
 - If the information received from the DOJ reveals that the applicant is not prohibited from being employed, the VCOE shall place the person's name on a list of eligible substitute teachers.

- If the information received from the DOJ reveals a Criminal Offender Record, VCOE shall review the report and use discretion in placing or keeping that individual on the Clearinghouse list, when not prohibited by law. Without disclosing the contents of the criminal offender record information, VCOE shall notify the Superintendent or designee (Custodian of Records) of each District informing him/her that they may use the named substitute teacher at their discretion. It is the responsibility of the Superintendent or designee to determine employment eligibility for their district and to assume liability for such decisions.
 - If the information received from the DOJ reveals that an employee or applicant is prohibited from being employed, the VCOE shall, without disclosing the contents of the criminal offender record information, notify the Superintendent or designee of each District informing him/her of that fact. VCOE shall maintain a record of all individuals who have been determined to be ineligible for substitute teaching.
5. Notice of Subsequent Arrest or Conviction – No District 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 VCOE shall take the following action(s):
- The VCOE shall immediately notify the Superintendent or designee of each District via e-mail, informing him/her that a consequential subsequent arrest or conviction notification has been received and, without disclosing the contents of the criminal offender record information, whether or not the employee is eligible for employment based upon the information contained within the notice. Notification of arrests or convictions for non-prohibited offences, e.g., VC 23152 (a), may be withheld at the discretion of VCOE.
6. The VCOE shall comply with criminal offender records information destructions, 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.
7. District and VCOE each participate in the Ventura County School Self-Funding Authority (VCSSFA), and therefore collectively self-insure for workers' compensation, general liability, and property coverage under the VCSSFA self-insurance programs.
8. District agrees to defend, indemnify and hold harmless VCOE, its governing board, administrators, employees, agents, and volunteers from and against any and all liability, damages, costs, losses, claims and expenses resulting directly or indirectly from or connected with District's negligence or wrongful acts or omissions, except where such liability, damages, costs, losses, claims and expenses are caused by the negligence or wrongful acts or omissions of VCOE or any of its employees or agents.

VCOE agrees to defend, indemnify and hold harmless District, its governing board, administrators, employees, agents, and volunteers from and against any and all liability, damages, costs, losses, claims and expenses resulting directly or indirectly from or connected with VCOE's negligence or wrongful acts or omissions, except where such liability, damages, costs, losses, claims and expenses are caused by the negligence or wrongful acts or omissions of District or any of its employees or agents.



VENTURA COUNTY OFFICE OF EDUCATION

Stanley C. Mantooth, County Superintendent of Schools

June 12, 2020

Pleasant Valley School District
600 Temple Way
Camarillo, CA 93010

Re: Clearinghouse Fingerprint Memorandum of Understanding (MOU)

Dear Pilar Romero ,

We have recently updated our Memorandum of Understanding, (MOU), regarding the Clearinghouse consortium relationship. This is Ventura County's arrangement which purposes the Ventura County Office of Education to serve as a record keeper of Substitute Teacher fingerprint clearances for the Ventura County pursuant to Educational Code 44830.2.

We are requesting that each District completes this updated MOU and list your active Custodian of Records at the end of the agreement. Please return the completed MOU to the Ventura County Office of Education. The Ventura County Office of Education is requesting that this be completed in order for District's relationship in the Clearinghouse Consortium and the receiving of information regarding substitute applicants to remain intact and undisturbed.

District's Future COR Appointments

As a refresher to the process; when a District would like to designate a new contact, (Custodian of Record), for their District and add to VCOE's list, please do the following:

- 1) The District should first properly set up the newly designated individual as a Custodian of Record with the Department of Justice; the newly designated individual is not a Custodian of Record until after the Department of Justice has notified the District with a formal approval letter for that individual approving them as a Custodian of Record.
- 2) The District can then complete a new completed MOU which states all of the District's current acting Custodian of Records and the newly added individual(s) in the lines provided in the agreement.

If you have any questions regarding the MOU and its contents, please feel free to call Pamela Heron, Risk Manager at (805) 383-1916. Please contact Amanda Rodriguez, Human Resources Assistant at (805) 383-9338 with any questions regarding the substitute fingerprint clearance process. Thank you.

Regards,

A handwritten signature in blue ink, appearing to read "Amanda Rodriguez", is written over the word "Regards,".

Amanda Castellanos-Rodriguez
Human Resources Assistant



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Stanley C. Mantooth, County Superintendent of Schools

June 12, 2020

Pleasant Valley School District
600 Temple Avenue
Camarillo, CA 93010

RE: Clearinghouse Fingerprint MOU Contract

Dear Pilar Romero,

Enclosed you will find a Memorandum of Understanding (MOU), for the Clearinghouse Consortium relationship between the Ventura County Office of Education and Pleasant Valley School District for the provision of Clearinghouse Consortium relationship. Please sign and complete this enclosed contract.

Once completed, please retain a copy for your records and return the original document.

Sincerely,

Pamela Heron
Risk Manager

Enclosures
Cover Letter
Memorandum of Understanding (MOU)