

**DATE:**

September 21, 2023

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve** the Memorandum of Understanding between the Kenton County School District and the Boone County School District for criminal history record information from Boone County to Kenton County going forward.

**APPLICABLE BOARD POLICY:**

01.11 General Powers and Duties of the Board

**HISTORY/BACKGROUND:**

KRS 160.380 along with Board policies 03.11 and 03.21 require state and national criminal history background checks on all employees upon initial hire. KRS 160.380 allows the transfer of state and federal criminal background checks for certified employees between Kentucky school districts within 6 months of the date of hire, or for student teachers. This MOU would allow trained staff members to physically attain a copy of a background check from Boone County School District directly with all requirements for handling secure information followed. With the recent Kentucky State Police (KSP) requirement for school districts to enter into an agreement for this exchange, KSP have provided the MOU template as attached.

**FISCAL/BUDGETARY IMPACT:**

No additional cost to KCSD.

**RECOMMENDATION:**

**Approval** of the Memorandum of Understanding between the Kenton County School District and the Boone County School District for criminal history record information from Boone County to Kenton County going forward.

**CONTACT PERSON:**

Malina Owens

\_\_\_\_\_  
Principal/Administrator

  
\_\_\_\_\_  
District Administrator

  
\_\_\_\_\_  
Superintendent

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.*

*Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.*

# Noncriminal Justice Agency Agreement

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

Boone County Board of Education

### AND

Kenton County Board of Education

## FORTHE SHARING OF CRIMINAL JUSTICE INFORMATION

1. **PURPOSE:** This Memorandum of Understanding (MOU) between the Boone County Board of Education and Kenton County Board of Education, hereinafter referred to as the "parties," memorializes each party's responsibilities with regard to sharing of Criminal History Record Information (CHRI).
2. **BACKGROUND:** The requesting Agency, Kenton County Board of Education, being approved for access to Criminal Background Results of agency applicants for employment.
  - In preparing for such non-CJIS-funded connectivity to the CJIS WAN, the parties plan to acquire, configure, and place needed communications equipment at suitable sites and to make electronic connections to the appropriate systems of records via the CJIS WAN.
  - To ensure that there is a clear understanding between the parties regarding their respective roles in this process, this MOU memorializes each party's responsibilities regarding sharing of CHRI. Unless otherwise contained in an associated contract, the enclosed terms apply. All terms and provisions contained in this MOU, shall prevail.

3. **AUTHORITY:** The Boone County Board of Education is entering into this MOU under the authority provided by Title 28, United States Code (U.S.C.), Section 534; 42 U.S.C. § 14616; and/or Title 28, code of Federal Regulations, Part 906.

4. **SCOPE:**

a. The **Boone County Board of Education** agrees to:

- I. Provide the Kenton County Board of Education fingerprint based Criminal History Record Information on applicants/employees only under the KRS 160.151 that authorizes each agency to obtain CHRI.
- II. Will only release the fingerprint based CHRI to authorized personnel.
- III. Will verify the authorized personnel has completed Security Awareness Training
- IV. Will keep a secondary dissemination log.
- V. If there is a break in service for applicant/employee, then the agency requesting CHRI will have to conduct their own fingerprint based CHRI.

b. The **Kenton County Board of Education** agrees to:

- I. Authorized personnel only request the fingerprint based CHRI.
- II. The requestor will show Security Awareness certificate upon first request to the agency providing information.
- III. Agency is only requesting CHRI under KRS that authorizes the fingerprint-based check.
- IV. Agency will secure the information once received and only authorized personnel will have access to CHRI.
- V. Agency will abide by their policies and procedures on retention and destruction of CHRI.

5. **FUNDNG:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed to in writing. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of understanding between the parties hereto of the nature of the relationship for the sharing of fingerprint based CHRI. Unless otherwise agreed to in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

6. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties and will not be referred to any other person or entity for settlement.

7. **SECURITY:** It is the intent of the parties that the actions carried out under this MOU will be conducted at the classified level. The Information provided or generated under this MOU is confidential and not to be disseminated to unauthorized persons.

**8. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION:**

a. All activities of the parties under this MOU will be carried out in accordance with the above - described provisions.

b. This MOU may be amended or terminated by the mutual written consent of the parties' authorized representatives.

c. Either party may terminate this MOU upon 30-days written notification to the other party. Such notice will be the subject of immediate consultation by the parties to decide upon the appropriate course of action. In the event of such termination, the following rules apply:

I. The parties will continue participation, up to the effective date of the termination.

II. All information and rights therein received under the provisions of this MOU prior to the termination will be retained by the parties, subject to the provisions of this MOU.

9. **FORCE AND EFFECT:** This MOU, which consists of nine numbered sections, will enter into effect upon signature of the parties and will remain in effect until terminated. The parties should review the contents of this MOU annually to determine whether there is a need for the deletion, addition, or amendment of any provision. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

The foregoing represents the understandings reached between the parties.

FOR THE Boone County Board of Education

\_\_\_\_\_  
Matthew Turner

Superintendent

Boone County Board of Education

\_\_\_\_\_  
Date

FOR THE Kenton County Board of Education

\_\_\_\_\_  
Dr. Henry Webb

Superintendent

Kenton County School District

\_\_\_\_\_  
Date