

**AMENDMENT NO. 1**  
**TO FINGERPRINT CONSORTIUM AGREEMENT**

This Amendment No. 1 to the Fingerprint Consortium Agreement (**“Agreement”**) is entered into and is effective on April, 1, 2018 (**“Amendment Effective Date”**) by and between the parties listed on the attached signature pages, separately referred to as a **“Party”** and collectively as the **“Parties”**:

**ARTICLE 1 RECITALS**

This Amendment is entered into based on the following recitals, which constitute a part of this Amendment:

- 1.1 The Fresno County Superintendent of Schools (**“FCSS”**), a public official pursuant to the laws of the State of California, functions pursuant to the Agreement as the administrator and custodian of records for the membership of the Fingerprint Consortium (**“Consortium”**).
- 1.2 Effective January 1, 2018, California Assembly Bill No. 949 (Chapter 84, Statutes of 2017) (**“AB 949”**) amended California Education Code section 45125.1 to expand the categories of persons for whom school districts are required to conduct criminal background checks.
- 1.3 Specifically, AB 949 amended Education Code section 45125.1 to state that: “For purposes of this section, an individual operating as a sole proprietor of an entity that has a contract with a school district as specified in subdivision (a), or an entity required to comply with this section pursuant to subdivision (d), shall be considered an employee of that entity.”
- 1.4 AB 949 further amended Education Code section 45125.1 to state that: “To protect the safety of any pupil that may come into contact with an employee of an entity that is a sole proprietorship and had a contract as specified in subdivision (a), or is required to comply with this section pursuant to subdivision (d), a school district shall prepare and submit the employee’s fingerprints to the Department of Justice, as described in subdivision (a).”
- 1.5 Because the effect of AB 949 is the expansion of the class of persons whom school districts must prepare and submit fingerprints to the Department of Justice, and because the Consortium is designed and implemented to facilitate the preparation and submission of such fingerprints, the Agreement must now be amended to contemplate the change in laws occasioned by AB 949’s amendment of Education Code section 45125.1.
- 1.6 By this Amendment No. 1 (**“Amendment”**), the Parties desire to amend the Agreement and to set forth additional terms and conditions for the preparation and submission of

the fingerprints of sole proprietors contracting with Parties to provide services to Parties at school site locations contemplated by Education Code section 45125.1.

## **ARTICLE 2 AMENDMENT TO AGREEMENT**

The Parties hereby agree to amend the Agreement as follows:

- 2.1 NEW SUBSECTION 1.5.2.2. New Subsection 1.5.2.2 is hereby added to the Agreement, in place of the original, extant Subsection 1.5.2.2, as follows:

1.5.2.2 PERSONS NOT ELIGIBLE FOR FINGERPRINTING THROUGH FINGERPRINT CONSORTIUM – EMPLOYEE OR VOLUNTEER OF A THIRD PARTY, EXCLUDING EMPLOYEES OF THIRD PARTY SOLE PROPRIETORSHIPS. A Party shall not refer to FCSS for a Fingerprint any employee, volunteer, or any other person who is otherwise retained by a third party, with the exception of third party sole proprietors, who are considered pursuant to Education Code section 45125.1(k)(1) to be employees, and who are required by Education Code section 45125.1(k)(2) to be fingerprinted by the school districts that contract with such sole proprietorships. By way of example, a School District shall not refer to FCSS for a Fingerprint the employee of a contractor that is not a sole proprietorship where the contractor has agreed in a contract with the School District to provide certain services for School District or School District's students at School District's sites. However, if the contractor in question is a sole proprietorship, then the School District shall refer to FCSS for a Fingerprint the individual sole proprietor.

## **ARTICLE 3 EFFECT OF ORIGINAL AGREEMENT; AND CONFLICTS**

Except as specifically stated in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect and all capitalized terms used in this Amendment but not defined herein shall have the same meaning as defined in the original Agreement. If any provision of this Amendment conflicts with any provision of the original Agreement, the provision of this Amendment shall govern. Unless the original Agreement or this Amendment specifically states or the context requires otherwise, any reference to a Party in the original Agreement, this Amendment, and any subsequent amendment shall mean the Party and its governing body, officers, employees and agents.

In consideration of the covenants, conditions and stipulations in and for good and valuable consideration and the mutual benefits to be derived from this Amendment and the original Agreement, the Parties hereby enter into this Amendment to amend the original Agreement as set forth hereinabove.

Each person executing this Amendment on behalf of a Party represents that he/she is authorized to execute on behalf of and bind such Party to this Amendment.