

## Criminal Background Check, Tuberculosis (TB), and Credential Clearances Vendor Certification

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation and TB requirements of Education Code Section 45125.1 et seq., 49406, and 47605(l).

With respect to the Agreement/Contract (Number \_\_\_\_\_) between \_\_\_\_\_  
("CHARTER SCHOOL") and the individual, company or contractor \_\_\_\_\_ ("VENDOR,"  
for provision of services.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

### REQUIREMENTS SATISFIED:

- ☐ A. The VENDOR hereby certifies to the CHARTER SCHOOL's Governing Board that it has completed the criminal background check requirements of Education Code (EC) Section 45125.1 and that none of its employees that may come into contact with CHARTER SCHOOL students have been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c) and that the VENDOR requests and receives subsequent arrest notifications from the California Department of Justice to ensure ongoing safety of students.
- ☐ B. The VENDOR hereby certifies to the CHARTER SCHOOL Governing Board that it has required and verified that all employees who have frequent or prolonged contact with students, have been examined and determined to be free of active tuberculosis as required in Ed. Code Section 49406. New employees must show tuberculosis clearance within the past 60 days of initial employment.
- ☐ C. The VENDOR hereby certifies to the CHARTER SCHOOL Governing Board that it has required and verified that all employees whose assignment at the CHARTER SCHOOL requires a teaching or substitute credential or license holds a current, valid and appropriate credential or license as required in Ed. Code Section 47605(l).

List below, or attach, all employee(s) names that have successfully completed the fingerprinting, criminal background check, and TB clearances in accordance with the law.

### EXAMPLE:

Name of Employee	Date of Criminal Background Check Clearance	TB Expiration Date	Name of DOJ Custodian of Records	Credential, License Expiration Date(s)
John Jackson	7/23/2014	7/23/2018	Steven Smith	7/01/2018
Ana Sample	N/A	N/A	N/A	N/A

### SERVICES MAY BEGIN AFTER THE CONTRACT IS EXECUTED

~OR~

### WAIVER JUSTIFICATION

- ☐ D. The VENDOR qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code Section 45125.1 et seq

☐ The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)

☐ The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1 (c)]

☐ The VENDOR and its employees will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. A school district contracting with an entity for construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the entity will have contact, other than limited contact, with pupils shall ensure the safety of the pupils by one or more of the following methods: [EC 45125.2 (a)]

--Check all methods to be used:

☐ 1) Installation of a physical barrier at the worksite to limit contact with students

☐ 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ

☐ 3) Surveillance of employees of the VENDOR by school personnel

☐ The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the VENDOR'S sole responsibility to maintain, update, and provide the CHARTER SCHOOL with current "Fingerprint and Criminal Background Check Certification," and "TB Expiration Dates" along with the employee list, throughout the duration of VENDOR provided services.

Authorized Vendor signature

Printed Name

Title

Date

**SERVICES MAY BEGIN AFTER THE CONTRACT IS EXECUTED**