

**NONCRIMINAL JUSTICE AGENCY USER AGREEMENT  
FOR RELEASE OF CRIMINAL HISTORY RECORD INFORMATION**

Between the

**MISSOURI STATE HIGHWAY PATROL  
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION**

This agency hereinafter shall be known as "MSHP-CJISD"

And

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**Agency Name (Please Print or Type):**

Department of Elementary and Secondary Education

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**Agency Address:**

P.O. Box 480

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**City, State, Zip:**

Jefferson City, MO 65102

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**Point of Contact (POC) Name (Please Print or Type):**

Margery Tanner

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**POC Title:**

Director

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**Telephone Number:**

573/751-4369

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**FAX Number:**

573/526-3580

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**Email Address:**

margery.tanner@dese.mo.gov

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This agency hereinafter shall be known as "Authorized Recipient (AR)"

**I. PURPOSE**

This User Agreement is used to provide criminal history record information (CHRI) to authorized employers, licensing agencies, and other agencies requesting fingerprint-based criminal history record information.

Fingerprint-based criminal history record information must be explicitly mandated or allowed by law. National criminal history record information must be authorized by federal law or a state statute approved by the U.S. Attorney General. The applying AR is seeking background checks for:

*Provide description of purpose to receive criminal history record information (include description of job and customers/clients served):*

All applicants for certification must complete a criminal history background check. In addition, all school districts must ensure that a criminal history background check is conducted on any person employed who is authorized to have contact with students.

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Enter law(s) requiring or allowing the receipt of criminal history record information, if known:

RSMo 168.133; RSMo 43.540 ; RSMo. 43, 543

## II. THE PARTIES AGREE AS FOLLOWS

The MSHP-CJISD will:

1. Provide CHRI in response to fingerprint-based background checks, either to the AR or to the appropriate agency that reviews criminal history results for the AR pursuant to an approved Outsourcing Standard.
2. Provide assistance to the AR in interpreting CHRI.
3. Work to ensure the completeness and accuracy of the CHRI.
4. Conduct audits to assure compliance with this Agreement, state and federal laws and pursuant to the Federal Bureau of Investigation (FBI) CJIS Security Policy Version 5.1.
5. Cease providing information to the AR if this Agreement is violated or if the AR is suspected of violating this Agreement.

The AR will:

1. Abide by the terms and conditions identified in this Agreement.
2. Comply with state and federal laws, rules, procedures, and policies, including those adopted by the state, the MSHP-CJISD, and the National Crime Prevention and Privacy Compact (42 U.S.C. 14611-16) regarding the receipt, use and dissemination of CHRI.
3. Use CHRI only for the purpose for which it was requested.
4. Provide for the security of any CHRI received. This includes, but is not limited to:
  - a. Designate a security officer who is responsible for ensuring compliance with security procedures and this User Agreement.
  - b. Ensure that all personnel with access to CHRI are aware of the rules and responsibilities with regard to CHRI, pursuant to the most current version of the CJIS Security Policy.
  - c. Restrict access to physical or electronic copies of CHRI to authorized personnel. Physical copies shall be maintained in a controlled, secure environment such as a locked cabinet in a room not accessible to all staff and visitors. Electronic copies shall be protected with at least 128-bit encryption or individually password protected. The relevant federal encryption standard is FIPS 140-2.
  - d. Release CHRI only when explicitly allowed by law and log any CHRI dissemination (either sending or receiving). Logs shall include, at a minimum, the date, sending and receiving agencies, record shared, means of dissemination, and name of person who disseminated.
  - e. Track and report information security incidents such as the theft/loss of physical records or the penetration of electronic systems.
  - f. Dispose of records securely. Physical media should be cross-shredded at a minimum, and electronic records should be deleted and repeatedly over-written with random 0s and 1s.

5. Understand that this data is based on CHRI received at the state repository and through the systems of the FBI. If a person could be adversely affected by this data, the person must be given the opportunity to challenge and correct a record. Challenge and/or appeal procedures are referenced in section 43.532 RSMo and Title 28, Code of Federal Regulations (CFR) 16.30-34.
6. Retain audit records for at least three (3) years or until AR has received a favorable compliance rating from a MSHP-CJISD Policy Compliance Review. Once the minimum retention time period has passed, the AR shall continue to retain audit records until they are no longer needed for administrative, legal, audit, or other operational purposes such as Freedom of Information Act requests or legal actions.
7. Allow the MSHP-CJISD to conduct audits to assure compliance with this Agreement.

### **III. CRIMINAL HISTORY RECORD INFORMATION LIMITATIONS**

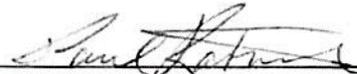
The AR understands the CHRI has the following limitations:

1. CHRI is defined and has three parts as follows:
  - a. The arresting agency's name and crime class under which the person was arrested. The arrest data submitted includes the mandatory field of name, race, sex, and date of birth. All arrests are accompanied by fingerprints.
  - b. The charge(s) issued by the prosecutor.
  - c. The name of the court that tried the case and the ultimate disposition of the case.
2. CHRI and custody information is compiled from information submitted to the MSHP-CJISD from law enforcement agencies, prosecutors, courts, Department of Mental Health and Department of Corrections (hereinafter referred to as contributing agencies). Although the MSHP-CJISD makes reasonable efforts to ensure all information is submitted as required by law, it is not responsible for omissions from contributing agencies.
3. Before releasing information on individuals or taking adverse action against an individual listed on the CHRI, the person in question must be afforded the opportunity to dispute and correct the record.
4. CHRI is constantly being updated as new arrests and other information are entered into the system by contributing agencies. The record released is only valid as of the date the criminal history record check was performed.
5. Certain statutes allow for the suppression or deletion of records, and this information is not provided.
6. The MSHP-CJISD retains records for the State of Missouri only. Most fingerprinting reasons include a check through the FBI, which the MSHP-CJISD will request on the AR's behalf as a normal part of the criminal history record check, if allowed by law.

This Agreement commences on the date the last signature is obtained below and continues until terminated by either party. This Agreement may be terminated sooner by one or both parties upon 30-days written notice or immediately upon violation of the terms of the Agreement.

Compliance with this Agreement is voluntary; however, failure to complete this Agreement may result in denial of request.

**NONCRIMINAL JUSTICE AGENCY**

  
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*Signature of Agency Representative*

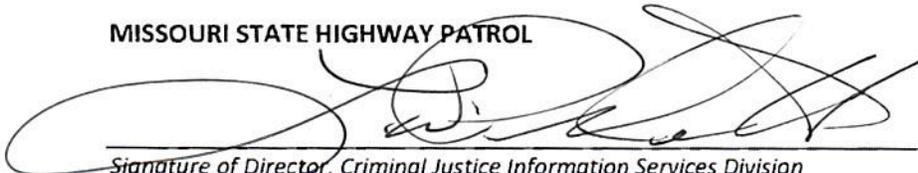
01/16/2013

\_\_\_\_\_  
*Date*

Paul Katnik

\_\_\_\_\_  
*Print or Type Name*

**MISSOURI STATE HIGHWAY PATROL**

  
\_\_\_\_\_  
*Signature of Director, Criminal Justice Information Services Division*

1/28/13  
\_\_\_\_\_  
*Date*

Captain Larry W. Plunkett, Jr.

\_\_\_\_\_  
*Print or Type Name*

Submit completed Agreement via United States mail or Fax as follows:

**ATTENTION:** Senior CJIS Manager - Civil Audit Unit  
Missouri State Highway Patrol, CJIS Division  
1510 E. Elm Street / P. O. Box 9500  
Jefferson City, MO 65102-9500

Office: (573) 526-6153  
FAX: (573) 526-6290