Policy “NEW” – Employee Background Checks Administrative Procedures

References

Policy “new” Employee Background Checks

Definitions

Employee: Any individual employed by the District, whether full-time, part-time, temporary, seasonal, substitute, probationary, or otherwise, who is hired to perform services for or on behalf of the District and is compensated through District payroll. For purposes of this policy, the term “employee” includes all licensed and classified employees, administrators, and other individuals employed by the District, regardless of employment status or assignment.

Prospective Employee: The individual who is selected as the “successful applicant” for a particular position in the District. Prospective Employee also includes, but is not limited to, substitutes, coaches and volunteers who have significant unsupervised access to students

Background Check: Information on an applicant or employee that may include, but is not limited to, employment history, fingerprint scans, Criminal History Reports, and driving record reports.

Drug related offense: A violation under Utah Code Title 58, Chapter 37, 37a, 37b, 37c, 37d, or 37e, a related inchoate offense under Utah Code Title 76 Chapter 4 and any offense under federal law or the laws of another state that is substantially equivalent to these offenses.

Offense Against a Person: A violation under Utah Code Title 76, a related inchoate offense under Utah Code Title 76, Chapter 4, and any offense under federal law or the laws of another state that is substantially equivalent to these offenses.

Sex Offense: Includes any sex-related offense against a person, a violation of Utah Code 76-9-702, 76-9-702.1, or 76-9-702.5, any offense which would require registration as a sex offender under Utah Code 77-41-105(3) and any offense under federal law or the laws of another state that is substantially equivalent to these offenses.

General Procedures

1. In accordance with Utah law, Park City School District requires all prospective employees and volunteers with significant unsupervised access to students, to submit to a criminal background check.

2. There is no fee associated with background checks for prospective employees. School Administration may choose to cover the cost of a background check for a volunteer.

3. Prospective employees or volunteers may not commence employment or service until the background check has been completed and authorization granted by the Human Resources Department.

4. Each prospective employee or volunteer will have their fingerprints taken and sign a waiver permitting the district to request a search of the Utah Criminal History File.

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5. The prospective employee shall have the opportunity to respond in writing to any information received as a result of the background check. In no case will the prospective employee be given a copy of the Criminal History Report. The prospective employee may be given the opportunity to expunge the conviction(s) as outlined in the BCI expungement guidelines.

6. Prospective employees with the following types of convictions or pleas will not be considered for employment, regardless of expungement eligibility:

    a. any felony sex offense or felony offense against a person;
    b. any violent felony as defined in Utah Code 76-3-203.5(1)(c), or felony inchoate offense under Utah Code Title 76 Chapter 4 relating to such a felony and any offense under federal law or the laws of another state that is substantially equivalent to these offenses;
    c. any felony alcohol-related offense or felony drug-related offense occurring in the previous fifteen (15) years;
    d. any sex offense occurring in the previous twenty (20) years;
    e. any class A misdemeanor offense against a person occurring in the previous fifteen (15) years;
    f. any offense related directly to the essential functions of the prospective employee's position occurring in the previous ten (10) years.

7. Prospective employees with the following types of convictions or pleas (which are not otherwise identified in Number 6 to preclude employment) may only be considered for employment at the approval of the Superintendent and notification to the Board in a closed meeting:
    a. Any felony;
    b. Two or more class A misdemeanor offenses occurring in the previous (10) years.

8. Each current employee and prospective employee must agree to have their fingerprints taken and sign a document of acknowledgment and waiver permitting the District to request a background check of any state or federal criminal history file that the District might deem applicable as a condition of employment or volunteering. Student employees under the age of eighteen (18) years are not required to be fingerprinted.

District Procedures

1. When arrest/conviction information is received by the District regarding a Licensed Employee, the Superintendent or their designee shall review that information and assess the employment status consistent with Utah Code 53E-6-604, Utah Administrative Code, R277-215, and District policy. The District will also report the arrest to the USBE within forty-eight (48) hours.
2. At the discretion of the District, a licensed prospective employee may be considered an at-will, temporary employee pending results of the criminal background check and USBE review. The District may require additional information from the prospective employee. If the prospective employee begins an at-will temporary position and subsequently fails to pass the criminal background check, the offer of employment with the District will be rescinded or the prospective employee will be dismissed. Upon successful completion of the background check, the at-will employee's job status would change to a provisional employee as outlined in District policies, if applicable.
3. When arrest/conviction information is received by the District regarding an Education Support Professional, the Superintendent or their designee shall review that information and assess the

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employee's employment status consistent with applicable Utah law, rules, regulations, District policy and any applicable Employment Agreements or Memorandums of Understanding.

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