

Criminal Records Checks/Fingerprinting Administrative Procedure

Subject Requirements

1. Any individual newly hired after December 31, 1993 into a position having direct, unsupervised contact with students and not requiring licensure as a teacher, administrator, personnel specialist or school nurse shall be required to undergo a nationwide criminal records check and fingerprinting.

Newly hired, as defined by law and as used throughout this administrative regulation, means the employment of a person after application or request for a position having direct, unsupervised contact with students without regard to the individual's current or previous employer.

direct, unsupervised contact with students, as defined by law and as used throughout this administrative regulation, means contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision.

The District has determined employees assigned to the following positions may have such contact with students and will, therefore, be required to meet criminal records checks and fingerprinting:

- a. Classroom aides/educational assistants;
 - b. Library/ media aides;
 - c. School office secretaries;
 - d. Custodians;
 - e. Cooks;
 - f. Bus drivers;
 - g. Extracurricular activity employees, including:
 - 1) Coaches/athletic trainers;
 - 2) Club, organization or other such extracurricular advisors not requiring licensure.
 - h. Others as identified by the Superintendent, employed by the district on a part-time or full-time basis, not requiring licensure and having direct, unsupervised contact with students.
4. Any individual registering with TSPC for student teaching, practicum or internship as a teacher, administrator or personnel specialist shall be required to undergo a nationwide criminal records check and fingerprinting with TSPC.
 5. Any district contractor, whether part time or full time, or an employee of a district contractor, whether part time or full time, hired into a position having direct, unsupervised contact with students shall be required to undergo a nationwide criminal records check and fingerprinting.

6. The superintendent will identify district contractors subject to such requirements.
7. Any contractor or an employee of the contractor who provides early childhood special education or early intervention services shall be required to undergo a nationwide criminal records check and fingerprinting with the Employment Department.
8. Any person authorized by the district for volunteer service into a position having direct, unsupervised contact with students will be required to undergo an Oregon criminal check.
9. An exception will be made to criminal records checks and fingerprinting if the District has on file evidence from a previous employer documenting a successfully completed Oregon and FBI criminal records check. Evidence will be either a copy of the records check or a written statement of verification from a supervisor or officer of the previous employer. Furthermore:
10. The ODE or TSPC verification of a previous check shall be acceptable only in the event the District can demonstrate records are not otherwise available;
11. Additional evidence that the employee has not resided outside the state between the two periods of time working in the district shall be maintained.

Notification

1. A list of those positions subject to criminal records checks and fingerprinting will be maintained in the district office and available to the public upon request.
2. The District will provide notification to individuals subject to criminal records checks and fingerprinting of the following:
 - a. Such checks are required by law and/or board policy;
 - b. Any action resulting from those checks may be appealed as a contested case;
 - c. All employment or contract offers are contingent upon the results of such checks;
 - d. A refusal to consent to criminal records checks or fingerprinting or falsely stating on district employment application, contract or ODE fingerprint forms as to conviction of a crime shall result in immediate termination from employment or contract status.
3. The district will provide notice through such means as employment applications and contract forms.

Processing/Reporting Procedures

1. Any individual subject to criminal records checks and/or fingerprinting shall, as part of the application process, complete the appropriate forms as provided by ODE.
2. Following acceptance of an offer of employment, the Criminal Verification of Applicants for those not subject to fingerprinting will be sent to the Oregon Department of Education for processing. A copy will be kept on file by the District in the individuals personnel file.

3. If the individual is subject to fingerprinting, he/she will be required to report within three (3) working days to an authorized finger printer for fingerprinting. Fingerprints may be collected by one of the following:
 - a. Employing district staff;
 - b. Contracted agent of employing district;
 - c. Local or state law enforcement agency.

Individuals shall be subject to fingerprinting only after acceptance of employment or contract.

4. The individual is responsible for obtaining two fingerprint cards from an Oregon School District, Education Service District, an Oregon Approved Teacher Education Institution, ODE or TSPC.
5. The individual is responsible for submitting to the authorized finger printer two fingerprint cards and an 8 1/2" x 11" or larger envelope with postage affixed and addressed to the District Personnel Office.
6. To ensure the integrity of the fingerprinting collection and prevent any compromise of the process, the District will provide the name of the individual to be fingerprinted to the authorized finger printer and require that the individual submit a photo ID (drivers license or other) containing the individual's name and picture in order to verify the identity of the individual intended to be fingerprinted.
7. The authorized finger printer will return the fingerprint cards to the District in the envelope provided. The fingerprint Criminal Verification form and fingerprint cards will be sent to the ODE. A copy of the form will be kept in the employee's personnel file.

Employment

The District shall begin the employment of an individual, volunteer service, or terms of a School District Contractor on a probationary basis pending the return and disposition of criminal records checks and/or fingerprinting.

Fees

1. Fees associated with criminal records checks and/or fingerprinting, for individuals currently employed by the district having direct, unsupervised contact with students, including volunteers, and not requiring licensure shall be paid by the district.
2. Fees associated with criminal records checks and/or fingerprinting for individuals applying for employment with the district and not requiring licensure, including contractors and their employees shall be paid by the individual.
3. Fees associated with criminal records checks and/or fingerprinting for licensed individuals shall be paid by the individual or in accordance with collective bargaining agreements as applicable.
4. Fees are payable within three working days of beginning employment or contract.

5. Individuals not requiring licensure may request that the amount of the fee be withheld from the employee's paycheck, including a periodic payroll deduction rather than a lump sum payment, in accordance with Oregon law. The District may withhold such fees only upon the request of the individual.

Termination of Employment

1. Any individual required to submit to criminal records checks and/or fingerprinting in accordance with the law and/or Board policy will be terminated from consideration as a district volunteer and employment or offer of employment withdrawn by the Superintendent immediately upon the following:
 - a. Refusal to consent to a criminal records checks and/or fingerprinting; or
 - b. Notification by the Superintendent of Public Instruction or his/her designee or the State Board of Education that the employee has made a false statement as to conviction of a crime or conviction of crimes prohibiting employment with the District as specified in law.
2. Employment termination shall remove the individual from any district policies, collective bargaining provisions regarding dismissal procedures and appeals and the provisions of Accountability for Schools for the 21st Century Law.

Appeals

An individual may appeal a determination which prevents his/her employment or eligibility to contract with the District to the Oregon Superintendent of Public Instruction. Individuals eligible to appeal as a contested case will be so notified in by ODE.

The North Santiam School District will provide Workman's Compensation Insurance for volunteers who donate time in the school building.

