Employment Background Checks

Definitions—

A “licensed employee” is one who holds a current Utah educator license issued by the State Board of Education. A “non-licensed employee” is one who does not hold a current Utah educator license issued by the State Board of Education. A “qualifying volunteer” is a volunteer who will be given significant unsupervised access to a student in connection with the volunteer’s assignment. For purposes of this policy, “qualifying volunteer” does not include an officer or employee of a cooperating employer which has an internship safety agreement with the District as provided in Policy EDH. A “contract employee” is an employee of a staffing service or other entity who works at a District school under a contract. “Personal identifying information” means an individual’s current name, former names, nicknames and aliases; date of birth; address; telephone number; driver license number or other government-issued identification number; Social Security number; and fingerprints.

Utah Code § 53G-11-401(3), (6), (7) (2024) Utah Code § 53G-11-402(1)(a)(iii) (2024) Utah Admin. Rules R277-316-2(6), (10), (11), (13) (January 10, 2025)

Required Employment Reference Checks—

In addition to satisfying the requirements of this policy, the District shall also conduct such employment reference checks as are required by Policy DJ, Employee References and Letters of Recommendation.

Application Notice and Waiver Regarding Background Checks—

At the time a prospective employee or qualifying volunteer applies for employment or service with the District, such prospective employee or qualifying

volunteer shall fill out an application providing the following warning: “All references stated in this application will be checked by the School District and it is the policy of this School District that false information will be grounds for rejecting your application with no further consideration for the position; or, if such false information is discovered after hire, you will be subject to immediate termination for cause. Any false information may also be the grounds for criminal prosecution.”

All employees, qualifying volunteers, and contract employees seeking employment with the District or service in a District school and who are 18 years old or older shall sign a written consent, release, waiver, and authorization which authorizes the District to request information from the individual's past employers and supervisors. The consent, release, waiver, and authorization shall also authorize the District to contact any applicable licensing agency and former employers to obtain a background check, including a reference check, and to conduct a background search into the employee's criminal record, if any, or any other background check as the District deems necessary to satisfy itself of the quality and competence of the individual's credentials including submitting personal identifying information to the Bureau of Criminal Identification within the Department of Public Safety and retaining the personal identifying information for ongoing monitoring. (Model release forms are included at the end of this policy.)

Utah Code § 53G-11-402(1)(a) (2024) Utah Code § 53-10-108(13)(b)(ii) (2025)

Criminal Background Check and Monitoring for Licensed Employees—

All persons seeking a licensed employee position with the District shall provide their educator licensing information with their application for employment. Prior to employing an individual as a licensed employee, the District shall confirm the individual's license status and

standing with the State Board of Education, including inquiring regarding any prior or pending disciplinary actions or complaints. Upon employing an individual as a licensed employee, the District shall request that the State Board of Education provide notification to the District of any changes or updates received by the State Board through its ongoing monitoring of the individual's criminal history and background.

Criminal Background Check for Non-Licensed Employees and Volunteers—

All non-licensed employees, qualifying volunteers, and contract employees seeking employment with the District or service in a District school and who are subject to the background check requirement shall provide their personal identifying information with their application. "Non-licensed employees" includes substitute teachers who are not licensed by the State Board of Education.

Utah Code § 53G-11-402(1)(b) (2024) Utah Code § 53E-6-901(3) (2026) Utah Admin. Rules R277-316-3(1)(a) (January 10, 2025)

The District shall obtain consent from each applicant who is subject to the background check requirement and who is seeking employment as a non-licensed employee or service as a qualifying volunteer or contract employee for (1) an initial fingerprint-based background check by the FBI and Bureau of Criminal Identification and (2) the retention of personal identifying information and ongoing monitoring by the Bureau of Criminal Identification. (A model consent form is included at the end of this policy.)

Utah Code § 53G-11-402(1)(b)(iii) (2024)

Prior to employing a non-licensed employee or permitting a contract employee or qualifying volunteer to provide service in a District school, the District shall require the individual to undergo a background check. (This requirement does not apply if the individual is younger than 18 years old.) The District shall submit the individual's personal identifying information, including fingerprints, to the Bureau of Criminal Identification for this background check.

Utah Code § 53G-11-402(1)(a), (c) (2024) Utah Admin. Rules R277-316-3(1)(a) (January 10, 2025)

Upon employing a non-licensed employee or permitting a contract employee or qualifying volunteer to provide service in a District school, the District shall request ongoing monitoring of the individual through the Bureau of Criminal Identification unless the individual is younger than 18 years old.

Utah Code § 53G-11-402(1)(c)(ii) (2024) Utah Admin. Rules R277-316-3(1)(a) (January 10, 2025)

In the discretion of the Superintendent or the Superintendent's appointee, if the employment or service is to be temporary or for a very short term, the non- licensed employee, contract employee, or qualifying volunteer may be exempted from ongoing monitoring.

Utah Code § 53G-11-402(4) (2024)

With respect to applications submitted by prospective non-licensed employees, contract employees, or qualifying volunteers, the District will pay the cost of an applicant's background check.

Utah Code § 53G-11-402(2) (2024)

Use of Criminal History and Background Check Information—

In making decisions in reliance on criminal history information, the District shall consider rules established by the State Board of Education and

1. any convictions, including pleas in abeyance; 2. any matters involving a felony; and 3. any matters involving an alleged: a. sexual offense; b. class A misdemeanor drug offense; c. offense against the person under Title 76, Chapter 5, Offenses Against the Individual;

d. class A misdemeanor property offense that is alleged to have occurred within the previous

three years; and e. any other type of criminal offense, if more than one occurrence of the same type of offense

is alleged to have occurred within the previous eight years. *Utah Code § 53G-11-405(3) (2022) Utah Code § 53G-11-402(3) (2024)*

Information obtained pursuant to a criminal background check is confidential and may only be disclosed as provided herein.

Cloning National Background Check Information for Another School—

At the request of another school or qualifying private school that requires a national background check for an employee or volunteer who is relocating, providing temporary volunteer services, or under contract, the District shall provide the other school an opportunity to clone the subscription or data from the FBI Rap Back System that the District obtained, as provided for by and in accordance with the requirements of Utah Code § 53-10-108.

Utah Code § 53G-11-402(5) (2024)

Due Process—

If the District disqualifies an applicant as a result of criminal history obtained from a background check, the District shall give the individual written notice of the disqualification and of the individual's right to request a review of the disqualification.

Utah Code § 53G-11-405(1)(c) (2022)

An individual disqualified by the District as a result of a background check may request a review of the information received by the District through the background check and of the reasons for the disqualification and may respond to the information and the reasons for disqualification. The District shall, consistent with the requirements of Utah Code § 53-10-108, allow the individual to review the criminal history information received by the District.

Utah Code § 53G-11-405(1)(a), (b) (2022)

Privacy Risk Mitigation: Discontinuing Monitoring—

Upon termination of District employment of a licensed employee (whether by retirement, resignation, termination with or without cause, non-renewal, or any other reason), the District shall by written notice to the Utah State Board of Education request that the State Board cease to notify the District of information received by the State Board through its ongoing monitoring of the individual's criminal history and background.

Utah Code § 53G-11-402(1)(d) (2024) Utah Code § 53-10-108(13)(b)(iii) (2025)

Upon termination of District employment or service of a non-licensed employee, contract employee, or qualifying volunteer (whether by retirement, resignation, termination with or without cause, non-renewal, or any other reason),

the District shall by written notice to the Bureau of Criminal Identification request that the Bureau discontinue its ongoing monitoring of the individual's criminal history and background and notices to the District regarding changes to criminal history and background.

Utah Code § 53G-11-402(1)(d) (2024) Utah Code § 53-10-108(13)(b)(iii) (2025) Utah Admin. Rules R277-316-3(1)(b) (January 10, 2025)

Check for State Board of Education Restrictions—

Prior to employing an individual or allowing an individual to volunteer in a District school, the District shall ask the State Board of Education whether the individual (1) has been determined to be ineligible for an educator license, (2) is under suspension of license, or (3) has had an educator license revoked; the District shall also ask whether the individual is under restriction because of any of these actions. If the individual is under restriction, the individual may not be employed by the District (including as a substitute teacher) nor allowed to volunteer in a District school. If the individual has been subject to license action by the State Board of Education but is not under restriction, then the District shall determine whether to

employ the individual or allow the individual to volunteer considering the nature of the license action and the circumstances underlying the action.

Utah Code § 53E-6-603(3)(a) (2026) Utah Code § 53E-6-604(5)(e) (2026) Utah Code § 53E-6-604.5 (2026) Utah Code § 53E-6-901(5) (2026)

Disclosure and Consent for Employment / Reference Checks and Release of Liability (Licensed)

I understand that previous employment and my submitted references may be checked by the District. I affirm by my signature that (1) I have disclosed the employer for every prior paid position I have held where my job responsibilities included directly caring for, supervising, controlling, or having custody of anyone under 18 years of age; (2) I consent to past and present employer(s) and references disclosing to the District any and all information, including disciplinary records, which may be pertinent to my employment, and that such information includes, but is not limited to, all information relating to any employment action or discipline imposed for abuse of any child or student; and (3) I understand that if I am hired, any information obtained or maintained by the District may be disclosed to any future subsequent potential employer of mine who contacts the District for an employment or reference check.

I hereby waive any right to see any written material(s) submitted to the District in response to the above inquiries or notes of oral communication relative to such inquiries. I understand that if I am hired by the District any information received in response to the above inquiries is placed in my personnel file, and I may be denied the right to inspect such material(s).

By signing below, I agree to release the District from any action for damages relating to the District's refusal to hire me as a result of information obtained during a reference or background check. I agree to release the District from any action for damages relating to information disclosed by the District to any future subsequent potential employer of mine who contacts the District for an employment or reference check.

I understand that providing false information to the District as part of the application process will be grounds for rejecting an application with no further

consideration for the position; or, if such false information is discovered after hire, I will be subject to immediate termination for cause. Any false information may also be the grounds for criminal prosecution. I agree to release the District from any cause of action for damages as a result of the District's termination of my employment as a result of falsifying any information included in this application.

Signature_____

Date_____ Disclosure and Consent for Employment / Reference Checks and Release of Liability (Non-Licensed) I understand and acknowledge that: (1) in considering my application for employment, Millard School District ("the District") is legally required to obtain a nationwide (FBI) criminal background check and (if I am hired) ongoing criminal history monitoring while I work for the District; (2) information provided to the District (including fingerprints) will be used for this purpose; (3) the background check process must meet the requirements of Utah Code § 53-10-108(4); (4) procedures for obtaining a change, correction, or updating your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34; (5) I have received (on the fingerprint card form) the FBI Privacy Act Statement and have received the FBI Noncriminal Justice Applicant's Privacy Rights; (6) the background check results will be used to decide whether to employ me and will only be provided to those investigating or involved in the hiring process; (7) I may obtain my criminal history information from the Utah Bureau of Criminal Identification; and (8) if my application is rejected based on criminal background information I will be given written notice of the disqualifying reasons and of the right to request review of the disqualification. My signature affirms this acknowledgment and my consent to the District obtaining the initial check and ongoing monitoring while I work for the District. I understand that previous employment and my submitted references may be checked by the District. I affirm by my signature that (1) I have disclosed the employer for every prior paid position I have held where my job responsibilities included directly caring for,

supervising, controlling, or having custody of anyone under 18 years of age; (2) I consent to past and present employer(s) and references disclosing to the District any and all information, including disciplinary records, which may be pertinent to my employment, and that such information includes, but is not limited to, all information relating to any employment action or discipline imposed for abuse of any child or student; (3) I understand that if I am hired, any information obtained or maintained by the District except for criminal background check information may be disclosed to any future subsequent potential employer of mine who contacts the District for an employment or reference check. I hereby waive any right to see any written material(s) submitted to the District in response to the above inquiries or notes of oral communication relative to such inquiries, except criminal background information, which I may obtain from the Bureau of Criminal Identification. I understand that if I am hired by the District any information received in response to the above inquiries is placed in my personnel file, and I may be denied the right to inspect such material(s).

By signing below, I agree to release the District from any action for damages relating to the District's refusal to hire me as a result of information obtained during a reference or background check. I agree to release the District from any action for damages relating to information disclosed by the District to any future subsequent potential employer of mine who contacts the District for an employment or reference check I understand that providing false information to the District as part of the application process will be grounds for rejecting an application with no further consideration for the position; or, if such false information is discovered after hire, I will be subject to immediate termination for cause. Any false information may also be the grounds for criminal prosecution. I agree to release the District from any cause of action for damages as a result of the District's termination of my employment as a result of falsifying any information included in this application.

Signature_____

Date_____ Disclosure and Consent for Employment / Reference Checks and Release of Liability (Volunteer) I understand and acknowledge that: (1) in considering my application to volunteer with Millard School District ("the District"), the District is legally required to obtain a nationwide (FBI) criminal background check and (if I am given certain assignments) ongoing criminal history monitoring while I serve in the District; (2) information provided to the District (including fingerprints) will be used for this purpose; (3) the background check process must meet the requirements of Utah Code § 53-10-108(4); (4) procedures for obtaining a change, correction, or updating of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34; (5) I have received (on the fingerprint card form) the FBI Privacy Act Statement and have received the FBI Noncriminal Justice Applicant's Privacy Rights; (6) the background check results will be used to decide whether to give me certain assignments and will only be provided to those investigating or involved in the assignment process; (7) I may obtain my criminal history information from the Utah Bureau of Criminal Identification; and (8) if my application is rejected based on criminal background information I will be given written notice of the disqualifying reasons and of the right to request review of the disqualification. My signature affirms this acknowledgment and my consent to the District obtaining the initial check and ongoing monitoring while I serve in the District. I understand that previous employment and my submitted references may be checked by the District. I affirm by my signature that (1) I have disclosed the employer for every prior paid position I have held within the prior three years where my job responsibilities included directly caring for, supervising, controlling, or having custody of anyone under 18 years of age; and (2) I consent to past and present employer(s) and references disclosing to the District any and all information, including disciplinary records, which may be pertinent to my application, and that such information includes, but is not limited to, all information relating to any employment action or discipline imposed for abuse of any child or student. I hereby waive any right to see any written material(s) submitted to the District in response to the above inquiries or notes of oral

communication relative to such inquiries, except criminal background information, which I may obtain from the Bureau of Criminal Identification. I understand that if I am accepted by the District any information received in response to the above inquiries is placed in my service file, and I may be denied the right to inspect such material(s). By signing below, I agree to release the District from any action for damages relating to the District's refusal to accept me as a

result of information obtained during a reference or background check. I agree to release the District from any action for damages relating to information disclosed by the District to any future subsequent potential employer of mine who contacts the District for a reference check I understand that providing false information to the District as part of the application process will be grounds for rejecting an application with no further consideration for the position; or, if such false information is discovered after hire, I will be subject to immediate dismissal. Any false information may also be the grounds for criminal prosecution. I agree to release the District from any cause of action for damages as a result of the District dismissing me as a result of falsifying any information included in this application.

Signature_____
Date_____