

Personal Background Checks & Mandatory Reporting

PERSONAL BACKGROUND CHECKS AND MANDATORY REPORTING

Definitions

For purposes of this policy, “association” is defined as an organization that conducts, organizes, sanctions or sponsors interscholastic high school athletic events as the organization’s primary purpose. I.C. § 20-26-14-1

“Coach” is defined as a coach of grades 9 through 12 in all association recognized sports, including nonteaching and volunteer coaches.

Employees and Contractors

An offer of employment on behalf of the School Board shall be contingent upon a determination by the Superintendent or his/her designee that the applicant meets each qualification standard in the job description for the position offered. To determine if the applicant meets the qualification standards for the position applied for, the Superintendent or his/her designee shall conduct a comprehensive pre-employment background investigation on each applicant given a conditional offer of employment.

The School Corporation through the Superintendent or his/her designee shall take the following steps in accordance with Indiana law to conduct a pre-employment background investigation:

- (a) Conduct an expanded criminal history check for each applicant;
- (b) Conduct an expanded child protection index check for each applicant;
- (c) Seek explanations of any employment gaps to ensure the applicant has not omitted an employer where an offense occurred;
- (d) Verify the applicant’s eligibility to work using the E-verify database maintained by the Federal government; and
- (e) Contact the applicant’s employment references, and, if applicable, the most recent employer provided by the applicant before the applicant may be hired.
- (f) If the position involves driving, an Indiana Bureau of Motor Vehicles driver history.

Where the needs of the School Corporation require that the applicant begin work before the pre-employment background investigation can be completed, the expanded criminal history check for each applicant shall be completed no later than thirty (30) days after the first day of employment. If the vendor providing an expanded criminal history check offers more than one (1) type of expanded criminal history check, the School Corporation shall evaluate all available types of criminal history check and determine whether a more comprehensive expanded criminal history check would better protect the students. Further, the School Corporation shall conduct an expanded child protection index check no later than sixty (60) days after the first day of employment. The applicant shall continue to be considered as an applicant working pursuant to a conditional offer of employment until the pre-employment background investigation is complete.

Each applicant shall provide all identifying information necessary to conduct the pre-employment background investigation and shall read and agree to all necessary documentation to conduct the pre-employment background investigation as a condition of being considered for employment.

Failure of an applicant to fully or truthfully disclose all information requested in the application process may disqualify the applicant. Where the failure to make a truthful or complete disclosure is not detected until after the employee is employed, the employee may be terminated for insubordination. The School Corporation will not hire any applicant who has been convicted of an offense requiring license revocation, unless the conviction has been reversed, vacated, or set aside on appeal. Consistent with Indiana law, the School Corporation shall consider whether information collected during the pre-employment background investigation constitutes grounds not to employ or contract with an individual.

Consistent with Indiana law, the School Corporation may use information concerning an individual being the subject of a substantiated report of child abuse or neglect as grounds not to employ or contract with the individual.

The School Corporation will not hire, continue to employ, contract with or continue to contract with any individual who has been convicted of an offense requiring license revocation, unless the conviction has been reversed, vacated, or set aside on appeal.

Additionally, concerning each employee of the School Corporation, or an entity contracting with the School Corporation, in an employment position in which an individual is likely to have direct, ongoing contact with children in the scope of employment:

- 1) The School Corporation will not employ or contract with, and will terminate the employment of or contract with, an individual who has been convicted of an offense listed in I.C. 20-26-5-11.2(b), unless such conviction has been reversed, vacated, or set aside.
- 2) The School Corporation will not employ or contract with an individual who has been convicted of an offense listed in I.C. 20-26-5-11.2(c), unless a majority of members of the Board approves such employment or contract as a separate, special agenda item.

- 3) The School Corporation will not hire or contract with an individual who is required to wear an ankle monitor as the result of a criminal conviction, unless a majority of members of the Board approves such employment as a separate, special agenda item.
- 4) The School Corporation will not hire or contract with an individual who entered into an agreement to settle an allegation of misconduct relating to the health, safety, or well-being of a student (as defined in I.C. 20-26-5-11.2(i)) at a school corporation, charter school, or state accredited nonpublic school, if the agreement included a nondisclosure agreement covering the alleged misconduct, unless a majority of members of the Board approves such employment as a separate, special agenda item.
- 5) The School Corporation will not hire or contract with an individual who, in an academic environment, engaged in a course of conduct involving repeated or continuing contact with a child that is intended to prepare or condition the child for sexual activity (as defined in I.C. 35-42-4-13), unless a majority of members of the Board approves such employment as a separate, special agenda item.

An entity with which the School Corporation contracts for services may not employ or contract with, and shall terminate the employment or contract of an individual in a position likely to have direct, ongoing contact with children in the scope of employment if the individual has been convicted of an offense listed in I.C. 20-26-5-11.2(b). If such an entity obtains information that an individual employed by the entity who works at a particular school corporation, charter school, or state accredited nonpublic school has been convicted of an offense listed in I.C. 20-26-5-11.2(b), the entity shall immediately notify the school corporation, charter school, and state accredited nonpublic school of the employee's conviction. Such entity is not required to consider whether information concerning such a conviction requires the entity to terminate the employment or contract of, or otherwise not to employ or contract with, such individual if the conviction has been reversed, vacated, or set aside.

Additionally, an entity with which the School Corporation contracts for services may not:

- 1) Employ or contract with an individual in a position likely to have direct, ongoing contact with children in the scope of employment if the individual has been convicted of an offense listed in I.C. 20-26-5-11(c), unless a majority of members of the Board approves such employment or contract as a separate, special agenda item.
- 2) Hire or contract with an individual in a position likely to have direct, ongoing contact with children in the scope of employment if the individual is required to wear an ankle monitor as the result of a criminal conviction, unless a majority of members of the Board approves such hire or contract as a separate, special agenda item.
- 3) Hire or contract with an individual in a position likely to have direct, ongoing contact with children in the scope of employment who entered into an agreement to settle an allegation of misconduct relating to the health, safety, or well-being of a student (as defined in I.C. 20-26-5-11(i)) at a school corporation, charter school, or state accredited nonpublic school, if the agreement included a nondisclosure agreement covering the

alleged misconduct, unless a majority of members of the Board approves such hire or contract as a separate, special agenda item.

- 4) Hire or contract with an individual in a position likely to have direct, ongoing contact with children in the scope of employment who, in an academic environment, engaged in a course of conduct involving repeated or continuing contact with a child that is intended to prepare or condition the child for sexual activity (as defined in IC 35-42-4-13), unless a majority of members of the Board approves such hire or contract as a separate, special agenda item.

Contractors providing services to the School Corporation which entail direct contact with students shall, as a material term of their contract, agree that they have or will screen each employee and applicant for employment using the same qualification standards applied by the Board to the same or similar positions. Contractors shall submit their policy or a written assurance of their compliance with this policy. Compliance with this policy shall be a material term of every contract for services entered into by the Board, and the Superintendent shall promulgate administrative guidelines to implement this policy. Each School Corporation employee is required to undergo an expanded criminal history check every five (5) years. The School Corporation will assume the costs of the expanded criminal history check for current employees. The School Corporation may conduct an expanded criminal history check more often than every five years if it believes an employee is the subject of a substantiated report of child abuse or has been charged with one of the offenses listed in I.C. § 20-26-5-11.2(b).

The School Corporation may establish procedures to verify the accuracy of information referenced in this policy.

Volunteers

Each volunteer who is in direct contact with students will be required to submit a Limited Criminal History Record Check.

The procedures shall ensure that information and records obtained from criminal history inquiries under this policy are confidential and shall not be released except as necessary to implement this policy or to defend a decision made pursuant to this policy.

The Superintendent is to inform each volunteer that s/he:

- A. shall agree to abide by all Board policies and Corporation guidelines while on duty as a volunteer;
- B. will be covered under the Corporation's liability policy but the Corporation shall not provide any type of health insurance to cover illness or accident incurred while serving as a volunteer, nor is the volunteer eligible for workers' compensation;

C. will be asked to sign a form releasing the Corporation of any obligation should the volunteer become ill or receive an injury as a result of his/her volunteer services;

D. will be required to report any arrests, the filing of criminal charges against him/her, or convictions for a crime while serving as a volunteer;

E. will be required to report any substantiated report of child abuse or neglect of which s/he is the subject.

Coaches

The Corporation shall, for each coach hired or allowed to coach an association recognized sport, whether as an employee or as a volunteer:

1. Ask the prospective coach:
 - A. Whether the individual is or has been activated by the association:
 - B. If the individual is or has been accredited by the association, whether the individual's accreditation has ever been suspended or revoked;
2. Request references from the individual, and contact the references provided;
3. Contact the association to determine whether the individual's accreditation has ever been suspended or revoked.

Before allowing an individual to be a volunteer coach, the Corporation must conduct an Expanded Criminal History Check.

Mandatory Reporting of Arrest, Conviction, Criminal Activity, Investigations, and Substantiated Reports of Child Abuse or Neglect

During the course of employment with the School Corporation, each employee shall be required to report arrest or the filing of criminal charges against the employee; any substantiated report of child abuse or neglect, and conviction of criminal charges to the Superintendent within two (2) business days of the occurrence. The Superintendent shall review each such report and shall recommend appropriate action to the Board consistent with Indiana law and considering the risk to members of the school community presented by the continued employment of the convicted employee. Further, consistent with Indiana law, if the superintendent of a school corporation becomes aware of possible criminal activity involving a current or former school employee or contractor that may have occurred on school property or at a school approved activity or event not on school property; and may have involved a current or former student who was a student at the time of the possible criminal activity; or concludes an investigation of a personnel matter that

results in or could result in a suspension or termination of a school employee; the superintendent shall, within five (5) business days, inform all members of the Board.

No Corporation employee, contractor, or agent shall assist a Corporation employee, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative and personnel files, if the individual knows, or has probable cause to believe, that such school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law.

Disclosures Regarding Former Employees

The School Corporation shall disclose known information regarding former employees in accordance with Indiana law.

I.C. 20-26-2-1.3

I.C. 20-26-2-1.5

I.C. 20-26-5-10

I.C. 20-26-5-11.2

I.C. 20-26-14-8

I.C. 20-26-14-9

I.C. 20-28-5-8

I.C. 20-28-5-9

20 U.S.C. § 7926(a)

Mt. Vernon Community School Corporation

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