

**BACKGROUND INVESTIGATION AND
CRIMINAL HISTORY RECORDS CHECK PROTOCOL**

Purpose

The purpose of this protocol is to provide clear and concise requirements for the School Administrative Unit (hereinafter, the "SAU" and the School District with respect to background investigations and criminal history records checks, for each selected applicant regularly in contact with pupils in the performance of his/her duties as well as other individuals who are not employed by the School District but who may come into contact with pupils in the performance of his/her duties.

Definitions - The following definitions shall apply:

(a) "**Background investigation**" means an investigation into the past employment and other background of a selected applicant with the intent of determining whether the applicant is qualified for the position for which he/she has applied

(b) "**Conditional offer of employment**" means an offer of employment extended to a selected applicant subject to a successfully completed criminal history records check which is satisfactory to the School District.

(c) "**Contractor**" means a private business or agency or an employee or employees of the contractor which contracts with the School District to provide services, including but not limited to:

- (1) cafeteria workers,
- (2) school bus drivers,
- (3) custodial personnel, or
- (4) any other direct service or services to students of the District.

(d) "**Criminal history records check**" means a criminal history record check inquiry conducted by the New Hampshire State Police through its records and through the Federal Bureau of Investigation (hereinafter, the "FBI") in accordance with RSA 189:13-a.

(e) "**Persons regularly in contact with pupils**" means a person or persons who, in the performance of his/her duties comes in unsupervised direct contact with pupils for any period of time;

(f) "**School employee**" means an employee in any position in the School District

(g) "**Selected applicant**" means a person selected for employment who has provided the School District with:

- (1) A signed notarized Criminal History release form, and
- (2) A complete set of fingerprints taken by a qualified law enforcement agency or an authorized employee of the SAU which have been submitted by the SAU, to the New Hampshire State Police for a criminal history records check.

**BACKGROUND INVESTIGATION AND
CRIMINAL HISTORY RECORDS CHECK PROTOCOL
(Continued)**

Employee Background Investigation

The SAU and/or the, School District, as part of the employment process, shall conduct an employee background investigation for each selected applicant for employment. The falsification or omission of any information on a job application, during the pendency of the application, or in a job interview, including, but not limited to, information concerning criminal convictions or pending criminal charges, shall be grounds for disqualification from consideration for employment or immediate discharge from employment.

Criminal Records Check

Each selected applicant, contractor, student teacher or designated volunteer must submit to a criminal history records check with the State of New Hampshire, including FBI national records. Refusal to provide the required criminal history records release form and any other required releases to authorize a background check will result in immediate disqualification and no further consideration for the position.

(a) For every individual subject to a criminal history records check per RSA 189:13-a the SAU or School District shall submit, with appropriate fees, a notarized Criminal History Records release form and a complete set of fingerprints submitted by the individual, to the New Hampshire State Police so that the State Police can conduct a Criminal History Record Inquiry through its records and through the FBI. The FBI will destroy the fingerprint cards once the check has been completed. No copy of the fingerprints will be kept by the State Police. No copy of the fingerprint card will be kept by the State Police.

(b) A criminal history records check shall be prepared in compliance with RSA 189:13-a, and with New Hampshire Department of Safety requirements.

(c) The Department of Safety shall submit the results of a criminal history records check to the Superintendent.

(d) The Superintendent shall maintain the confidentiality of an individuals' Criminal Record Report upon receipt of that report from the Division of State Police and the FBI.

(1) If the criminal history records information indicates no criminal record, the Superintendent shall destroy the information received immediately following the review of the information;

(2) If the criminal history records information indicates that the individual has been convicted of any crime or has been charged pending disposition for or convicted of a crime listed in paragraph V. of RSA 189:13-a, the Superintendent shall review the information for a hiring/placement decision and destroy the criminal record within 60 days of receiving such information.

**BACKGROUND INVESTIGATION AND
CRIMINAL HISTORY RECORDS CHECK PROTOCOL
(Continued)**

(e) No selected applicant shall be extended a final offer of employment if such person has been convicted of any crime listed in paragraph V. of RSA 189:13-a.

(f) The Superintendent may deny a selected applicant a final offer of employment if such person has been convicted of conduct in addition to (e) above, as determined by the Superintendent in accordance with policy GBCD.

Fingerprints

If, after two attempts a set of fingerprints is invalid, the SAU or School District may, in lieu of fingerprints, accept clearances from law enforcement agencies in every city, town or county where an applicant has lived during the past five years.

Conditional Offer of Employment

(a) The SAU may extend a conditional offer of employment to a selected applicant, with a final offer of employment subject to a successfully completed background investigation including a criminal history records check.

(b) A selected applicant extended a conditional offer of employment shall be eligible for the same salary and fringe benefits as if he/she were provided a final offer of employment.

(c) A conditional offer of employment may continue during the time the SAU, is awaiting receipt of completed criminal history records check report.

(d) In the event that the first set of fingerprints is invalid and a second set of fingerprints is necessary in order to complete the criminal history records check, the conditional offer of employment shall remain in effect.

(e) A conditional offer of employment for a selected applicant shall be valid for no more than one resubmission of fingerprints and the subsequent clearances from the law enforcement agencies in the city, town or county which the applicant has lived for the last five years.

Final Offer of Employment

(a) The School District may extend a final offer of employment to a selected applicant, who has a conditional offer of employment, if the selected applicant receives a successfully completed background investigation including a criminal history records check.

(b) If a selected applicant is extended a final offer of employment, the individual shall be entitled to membership in the collective bargaining unit subject to the requirements of RSA 273-A and shall immediately be covered by the terms and conditions of the collective bargaining agreement.

**BACKGROUND INVESTIGATION AND
CRIMINAL HISTORY RECORDS CHECK PROTOCOL
(Continued)**

Additional Criminal History Records Checks

The SAU or School District may require a criminal history records check at a time or times subsequent to the original records check if consistently applied for similar situations.

Contractor Responsibility

The cost of the criminal history records check, for employees or selected applicants for employment with such contractors shall be borne by the contractor.

Cost of an Employee Background Investigation, Including Criminal History Records Check

The cost of a background investigation, including a criminal history records check or any other relevant records check shall be borne by the selected applicant unless otherwise determined by the SAU. The fee associated with applicants for temporary and support staff positions will be paid for by the SAU.

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