



City of Wainwright

Employment Application

Date Received: _____

Personal Information			
Last Name	First Name	Middle Name	Today's date
Mailing Address	City	State	Zip code
Home Phone: () _____ - _____	Are you a United State Citizen or legally eligible to work in the U. S.? <input type="checkbox"/> Yes <input type="checkbox"/> No (If hired, you will be required to provide documentation that you are eligible to work in the U.S)		
Work Phone: () _____ - _____			
Other Phone: () _____ - _____			
Are you over the age of 18? <input type="checkbox"/> Yea <input type="checkbox"/> No			

Title of Position Applying For	Date Available to Work
Have you been previously interviewed or employed by the City of Wainwright? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list date(s) and Job Titles	
Do you have any relatives currently working for the City of Wainwright? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list names and relationship to you:	
Are you currently employed? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, may we contact your currently employer? <input type="checkbox"/> Yes <input type="checkbox"/> No Who is your current employer?	

Education				
	Name and Location	# Years Completed	Major Area of Study	Degree/Diploma
High School				
College				
Graduate School				
Technical or Certificate Progrmans				

Employment History

Please provide the following information from your previous three employers, beginning with the most recent: (Please attach an Additional page if necessary, do not use "see attached Resume".)

Employer:	Dates Employed Start Date: _____ End Date: _____	Job Title:
Address:		
Employer Number: () _____ - _____	Job Description:	
Pay Rate Start: _____ Ending _____		
Reason for Leaving:		

Employer:	Dates Employed Start Date: _____ End Date: _____	Job Title:
Address:		
Employer Number: () _____ - _____	Job Description:	
Pay Rate Start: _____ Ending _____		
Reason for Leaving:		

Employer:	Dates Employed Start Date: _____ End Date: _____	Job Title:
Address:		
Employer Number: () _____ - _____	Job Description:	
Pay Rate Start: _____ Ending _____		
Reason for Leaving:		

List your qualifications for the type of employment you are applying for: (list any skills, special training etc.)

References				
Please list names of supervisors, managers, or others who can comment directly on your abilities				
Name	Address	Phone #	Relationship	Years Known

Please indicate whether you hold a valid driver's licenses:

Driver License Number: _____ State Issued _____

The City of Wainwright is an Equal Opportunity Employer. It is the policy of the City of Wainwright not to Discriminate in employment matters on the basis of Race, Creed, Color, Age, Marital Status, National Origin, Sex, or Status with regard to public assistance or Disability.

I certify that the facts set forth in this application for employment are true and complete to the best of my knowledge. I understand that id employed, false statements on this application shall be considered sufficient cause of dismissal. You are hereby authorized to make investigation of my personal references.

Signature of Applicant

Date



807 G Street, Suite 356
Anchorage, Alaska 99501
Tel. 907-258-2625; Fax 907-279-3615

AGREEMENT AND RELEASE FOR BACKGROUND CHECK

This Agreement and Release is entered into on the date of execution by the City of Wainwright to induce the Alaska Municipal League Joint Insurance Association (“AMLJIA”) to perform a Personal History / Criminal Background Check (“Background Check”) on the following applicant for employment: _____, (“Applicant”).

As consideration for the AMLJIA’s performing the Background Check and providing the information resulting from the Background Check to the City of Wainwright at reasonable cost to the City of Wainwright, the City of Wainwright agrees as follows:

1. The AMLJIA will retain the services of an experienced agent to perform the Background Check, and the agent will perform the Background Check prudently and professionally and, to the extent practicable, within the time period the City of Wainwright requests.
2. The AMLJIA and its agent make no warranty concerning the accuracy or thoroughness of the Background Check or of any information resulting from or transmitted therein.
3. The City of Wainwright will cooperate fully in the Background Check, timely providing all information and documents the AMLJIA or its agent shall request, and will require the Applicant to provide all releases and information the AMLJIA or its agent shall request. Further, the City of Wainwright, in compliance with the Fair Credit Reporting Act, will notify the Applicant, in a writing consisting solely of this notice, that the City of Wainwright will be conducting a Background Check before the City of Wainwright orders the Background Check.
4. Before determining that any Applicant will not be hired, based in any part on the Background Check or the report thereof (“Report”), the City of Wainwright will comply with the Fair Credit Reporting Act by providing the Applicant a copy of the Report and an authorized summary of rights under the FCRA.
5. After determining that any Applicant will not be hired, based in any part on the Background Check or the Report, the City of Wainwright will comply with the Fair Credit Reporting Act by notifying the Applicant in writing, within three business days after the determination, (1) that the City of Wainwright determination not to hire the Applicant was based, in whole or in

part, on the Report; (2) of the name, address, and telephone number of the AMLJIA as the Consumer Reporting Agency; (3) that the AMLJIA did not make the determination not to hire the Applicant and is unable to provide the Applicant the specific reasons for the determination; (4) that the Applicant may dispute the accuracy or completeness of the Report; and (5) that the Applicant is entitled to a free additional copy of the Report if she or he submits a request to the AMLJIA within 60 days.

6. The City of Wainwright will not seek compensation of any kind from the AMLJIA or its agent for any matter arising from or related to the Background Check or any outcome of the Background Check, nor will the City of Wainwright seek contribution from the AMLJIA or its agent in the event of any claim or lawsuit related to or involving the Background Check or any action or inaction, alleged or implied, of the AMLJIA or its agent in performing the Background Check or transmitting the results of the Background Check.
7. The City of Wainwright will indemnify and hold harmless the AMLJIA and its agent in the event of any claim or lawsuit of any nature whatsoever, whether judicial, administrative, or otherwise, arising in any way from the Background Check.
8. The AMLJIA and its agent will perform the Background Check and provide the information resulting from the Background Check in reliance on this Agreement and Release. The AMLJIA and its agent would not perform the Background Check or provide the information resulting from the Background Check in the absence of this Agreement and Release.
9. Neither the AMLJIA nor its agent can offer legal advice on how to use the information contained in the Background Check or Report, and neither is responsible for any action taken by the City of Wainwright based on this information. AMLJIA and its agent assume no liability for any claim for damages arising from the use of any information provided to the City of Wainwright pursuant to this Agreement and Release beyond the cost of the searches performed.
10. The City of Wainwright has had full opportunity to obtain legal review of this Agreement and Release before executing it.
11. This Agreement and Release shall be governed by and construed under the laws of the State of Alaska. Any proceeding arising hereunder, or to enforce or construe any provision hereof, shall be in a court of competent jurisdiction in Juneau, Alaska, and the City of Wainwright hereby consents to, and waives any objection to, such jurisdiction and venue.

12. This Agreement and Release shall be binding upon the successors and assigns of the City of Wainwright and the AMLJIA and its agent, and may not be assigned without the AMLJIA's written consent. This Agreement and Release contains the entire understanding between and among the AMLJIA, its agent, and the City of Wainwright, and supersedes any prior understanding and agreement among them respecting the subject matter of this Agreement and Release.

IN WITNESS WHEREOF, the City of Wainwright executes this Agreement and Release.

City of Wainwright

Date: _____

By: John Hopson Jr. _____
Name

Its: Office Manager _____
Title



Personal History / Background Checks

TERMS OF SERVICE:

You expressly understand and agree that the Alaska Municipal League Joint Insurance Association (AMLJIA) and Russell Consulting, LLC shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to; damages for loss of data or other intangible losses resulting from: (a) The use or the inability to use our services (b) The cost of procurement resulting from any data, information or services purchased or obtained or transactions entered into through or from AMLJIA and Russell Consulting, LLC or any other matter relating to our service.

You agree to indemnify and hold the AMLJIA and Russell Consulting, LLC and its subsidiaries, affiliates, officers, agents, partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the use of our services.

The AMLJIA and Russell Consulting, LLC is committed to using the best available methods of retrieving personal history records data in every region of the country. Since these records are stored and accessed differently (depending on the location being searched), the pricing and depth of information available from the courts and/or other publicly accessible databases varies by state and county.

The records obtained from this service must be used in compliance with the Fair Credit Reporting Act, and any other laws governing the use of public records. Final verification of the applicant's identity and proper use of these reports is the responsibility of you, the customer. Although every effort is made to assure the accuracy of the information contained in these reports, the customer holds harmless the AMLJIA and Russell Consulting, LLC. In addition, by using this service and becoming a customer of this service, you understand and accept that the information gathered is derived primarily from public records, which may not be one hundred percent accurate or complete.

Users should not assume that this data provides a complete or accurate history of any person's personal history. Users should consult state and federal laws before using this information in making decisions on hiring or firing of employees.

The AMLJIA and Russell Consulting, LLC cannot offer legal advice on how to use the information contained in these personal history background reports, and is not responsible for any action taken by the customer based on this information. AMLJIA and Russell Consulting, LLC assumes no liability for any claims for damages arising from the use of this data beyond the actual cost of the searches performed.

Agency

Authorized Individual - Printed Name

Authorized Individual - Signature

Date



Using Consumer Reports: What Employers Need to Know

Your company has job vacancies to fill. You're also thinking about promoting some employees from within the company. You've winnowed down the stack of applications and resumes and want to run background checks through a third party company who is in the business of compiling background information.

Employment background checks also are known as consumer reports. They can include information from a variety of sources, including credit reports and criminal records.

When you use consumer reports to make employment decisions, including hiring, retention, promotion or reassignment, you must comply with the Fair Credit Reporting Act (FCRA). The Federal Trade Commission (FTC) enforces the FCRA.

Complying with the FCRA

You must take certain steps before you can get a consumer report, and before and after you take an adverse action based on that report.

Before You Get a Consumer Report

You must:

- Tell the applicant or employee that you might use information in their consumer report for decisions related to their employment. This notice must be in writing and in a stand-alone format. The notice cannot be in an employment application. You can include some minor additional information in the notice, like a brief description of the nature of consumer reports, but only if it does not confuse or detract from the notice.
- Get written permission from the applicant or employee. This can be part of the document you use to notify the person that you will get a consumer report. If you want the authorization to allow you to get consumer reports throughout the person's employment, make sure you say so clearly and conspicuously.
- Certify compliance to the company from which you are getting the applicant or employee's information. You must certify that you:
 - notified the applicant or employee and got their permission to get a consumer report;
 - complied with all of the FCRA requirements; and
 - will not discriminate against the applicant or employee or otherwise misuse the information, as provided by any applicable federal or state equal opportunity laws or regulations.

It's a good idea to review applicable laws of your state related to consumer reports. Some states restrict the use of consumer reports – usually credit reports – for employment purposes.



Before You Take an Adverse Action

Before you reject a job application, reassign or terminate an employee, deny a promotion, or take any other adverse employment action based on information in a consumer report, you must give the applicant or employee:

- A notice that includes a copy of the consumer report you relied on to make your decision; and
- A copy of A Summary of Your Rights under the Fair Credit Reporting Act, which the company that gave you the report should have given to you.

Giving the person the notice in advance gives the person the opportunity to review the report and tell you if it is correct.

After You Take an Adverse Action

If you take an adverse action based on information in a consumer report, you must give the applicant or employee a notice of that fact – orally, in writing, or electronically.

An adverse action notice tells people about their rights to see information being reported about them and to correct inaccurate information. The notice must include:

- The name, address, and phone number of the consumer reporting company that supplied the report;
- A statement that the company that supplied the report did not make the decision to take the unfavorable action and can't give specific reasons for it; and
- a notice of the person's right to dispute the accuracy or completeness of any information the consumer reporting company furnished, and to get an additional free report from the company if the person asks for it within 60 days.

Investigative Reports

Employers who use “investigative reports” – reports based on personal interviews concerning a person's character, general reputation, personal characteristics, and lifestyle – have additional obligations under the FCRA. These obligations include giving written notice that you may request or have requested an investigative consumer report, and giving a statement that the person has a right to request additional disclosures and a summary of the scope and substance of the report. (See 15 U.S.C. section 1681d (a), (b)).

Disposing of Consumer Reports

When you're done using a consumer report, you must securely dispose of the report and any information you gathered from it. That can include burning, pulverizing, or shredding paper documents and disposing of electronic information so that it can't be read or reconstructed.

For more information, see [Disposing of Consumer Report Information - New Rule Tells How](#).

Important Notice for Employers



For More Information

Visit the FTC's Business Center: Your Link to the Law. There, you can find specific FCRA information on:

- Getting consumer reports (see Section 604(b) of the FCRA, 15 U.S.C. § 1681b (b));
- Taking an adverse action (see Section 604(b), 15 U.S.C. § 1681b (b), and Section 615(a)), 15 U.S.C. § 1681m (a);
- Compliance for the trucking industry (see subsections (b) (2) (B), (b) (2) ©, and (b) (3) of Section 604(b), 15 U.S.C. § 1681b (b));
- Using investigative consumer reports (see Section 606 of the FCRA, 15 U.S.C. § 1681d);
- Investigating misconduct (see Section 603(x) of the FCRA, 15 U.S.C. § 1681a(x)).

The FTC works to prevent fraudulent, deceptive and unfair business practices in the marketplace and to provide information to help consumer's spot stop and avoid them.

To file a complaint or get free information on consumer issues, visit ftc.gov or call toll-free, 1-877-FTC-HELP (1-877-382-4357); TTY: 1-866-653-4261.

Watch a video, How to File a Complaint, to learn more. The FTC enters consumer complaints into the Consumer Sentinel Network, a secure online database and investigative tool used by hundreds of civil and criminal law enforcement agencies in the U.S. and abroad.

Your Opportunity to Comment

The National Small Business Ombudsman and 10 Regional Fairness Boards collect comments from small businesses about federal compliance and enforcement activities. Each year, the Ombudsman evaluates the conduct of these activities and rates each agency's responsiveness to small businesses. Small businesses can comment to the Ombudsman without fear of reprisal.

To comment, call toll-free 1-888-REGFAIR (1-888-734-3247) or go to www.sba.gov/ombudsman.



REQUEST, AUTHORIZATION, CONSENT, AND RELEASE FOR CONFIDENTIAL BACKGROUND INFORMATION

TO: Concerned Person or Authorized Representative of Any Organization, Institution, or Repository of Records:

NAME: MAIDEN NAME: ALIAS, OR AKA: SOCIAL SECURITY #: DRIVERS LICENSE: STATE: DATE OF BIRTH: MAILING ADDRESS: PHYSICAL ADDRESS: CITY STATE ZIP PHONE: EMAIL ADDRESSES USED (list current first):

* Responses to these questions are voluntary. You need not respond to have your application considered. However, without this information, we may be unable to distinguish you from another person in the event we discover adverse information during our background check.

I respectfully request and authorize you to furnish the Alaska Municipal League Joint Insurance Association and/or Russell Consulting, LLC all information that you may have concerning my employment record, including performance evaluations and disciplinary actions, educational record, character, reputation, divorce record (if applicable), arrest records, criminal records or records from a law enforcement agency, driver's license, polygraph examination history, medical record, or application status.

I consent to have a consumer report made as to my credit history, employment history, motor vehicle driving record, social security information, criminal record, and other pertinent information for employment purposes, including initial hiring decisions, promotions, reassignments, and/or retention.

Please include any and all information of a confidential or privileged nature and photocopies of same, if possible. This information is to be used to assist the Alaska Municipal League Joint Insurance Association and/or Russell Consulting, LLC in determining my qualifications and fitness for employment with the City of Wainwright

I understand my right to request access to any public records relating to me pursuant to Title 5 of the United States Codes, Section 552, and specifically waive those rights, understanding that the information furnished will be used by the City of Wainwright and/or its agencies or departments in conjunction with employment procedures. I will make NO attempt to gain access to the information provided by you in conjunction with this employment process and hereby waive any rights I may have to request disclosure of information provided by you in conjunction with employment procedures.

I understand that a photocopy or facsimile of this signed document shall be considered as valid as an original.

IMPORTANT: MAY WE CONTACT YOUR PRESENT EMPLOYER? YES ___ NO ___

Applicant's Name (printed)

Applicant's Signature

Date

Consumer Disclosure and Authorization Form

Disclosure Regarding Background Investigation

Russell Consulting, LLC (“the Company”) may request, for lawful employment purposes, background information about you from a consumer reporting agency in connection with your employment or application for employment (including independent contractor assignments as applicable). This background information may be obtained in the form of consumer reports and/or investigative consumer reports (commonly known as “background reports”). These background reports may be obtained at any time after receipt of your authorization and, if you are hired or engaged by The Company, throughout your employment or your contract period.

Backgrounds Online will prepare or assemble the background checks for the Company. Backgrounds Online is located and can be contacted by mail at 1915 21st Street, Sacramento, California 95811, and by phone at 800-838-4804. Their website can be found at <http://www.backgroundsonline.com>.

The types of information that may be obtained include, but are not limited to: social security number verifications, address history, credit reports and history; criminal records and history; public court records; driving records; worker’s compensation claims, bankruptcy filings; educational history verifications (such as dates of attendance and/or degrees obtained); employment history verifications (such as dates of employment, salary, reasons for termination, etc); personal and professional reference interviews; professional licensing and certification checks; drug/alcohol testing results; and other information bearing on your character, general reputation, personal characteristics, mode of living and credit standing.

This information may be obtained from private and public record sources, including, as appropriate: government agencies and courthouses; educational institutions; former employers; personal interviews with sources such as neighbors, friends and associates and other information sources.

You may request more information about the nature and scope of any investigative consumer reports by contacting The Company. A summary of your rights under the Fair Credit Reporting Act is also being provided to you.

Additional State Law Notices

If you are a California, Maine, Massachusetts, New York or Washington applicant, employee or contractor, please also note:

California: Pursuant to section 1786.22 of the California Civil Code, you may view the file maintained on you by Backgrounds Online during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services, by appearing at Backgrounds Online’s offices in person, during normal business hours and on reasonable notice, by mail. You may also receive a summary of the file by telephone, upon submitting proper identification. Backgrounds Online has trained personnel available to explain your file to you, including any coded information. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification.

Maine: You have the right, upon request, to be informed of whether an investigative consumer report was requested, and if one was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from The Company, within five business days of our receipt of your request, the name, address and telephone number of the nearest unit designated to handle inquiries for the consumer reporting agency issuing an investigative consumer report concerning you. You also have the right, under Maine law, to request and promptly receive from all such agencies copies of any reports.

Massachusetts: If we request an investigative consumer report, you have the right, upon written request, to a copy of the report.

New York: You have the right, upon request to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report. You may inspect and receive a copy of the report by contacting that agency. Attached below is additional information about New York law.

Washington: If The Company requests an investigative consumer report, you have the right, upon written request made within a reasonable period of time after your receipt of this disclosure, to receive from The Company a complete and accurate disclosure of the nature and scope of the investigation requested by The Company. You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

Summary of Consumer Rights Under the Fair Credit Reporting Act

Para información en español, visite www.consumerfinance.gov/learnmore o escriba a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

The federal **Fair Credit Reporting Act (FCRA)** promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to: www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment—or to take another adverse action against you—must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened offers” for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552</p> <p>b. Federal Trade Commission: Consumer Response Center--FCRA Washington, DC 20580 (877) 382- 4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E. Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F St., N.E. Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>

New York Article 23-A Correction Law

§ 750. Definitions. For the purposes of this article, the following terms shall have the following meanings: (1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission. (2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons. (3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question. (4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm. (5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

§ 751. Applicability. The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

§ 752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited.

No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

- (1) there is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or
- (2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

§ 753. Factors to be considered concerning a previous criminal conviction; presumption. 1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors: (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses. (b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person. (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities. (d) The time which has elapsed since the occurrence of the criminal offense or offenses. (e) The age of the person at the time of occurrence of the criminal offense or offenses. (f) The seriousness of the offense or offenses. (g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct. (h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public. 2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

§ 754. Written statement upon denial of license or employment. At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

§ 755. Enforcement. 1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules. 2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.