

# UNIVERSITY OF DALLAS

## VOLUNTEER AGREEMENT

### PARTIES AND TERM OF CONTRACT

This Agreement is entered into by and between the University of Dallas (hereinafter University), and [REDACTED] (hereinafter Volunteer), a person wishing to provide services to the University for no compensation or other valuable consideration. This agreement will become effective on the established date or upon signatory completion whichever is later, and will continue in effect until such time as the end dates.

### SERVICE TO BE PERFORMED BY THE VOLUNTEER

The Volunteer agrees to [REDACTED]. ***This agreement is effective [REDACTED] and will terminate on [REDACTED], or before, at the sole discretion of the University.*** The University will determine the method, details, and means of performing the above-described services.

The Volunteer enters into this agreement, and will remain throughout the term of this agreement, a volunteer. The Volunteer agrees that they are not and will not become an employee, partner, agent, or principal of University while this Agreement is in effect.

- ***The Volunteer is not entitled to the rights or benefits afforded to University's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefit.***
- ***The Volunteer is responsible for providing at volunteer's own expense, disability, health, accident, personal liability and other necessary or appropriate insurance, training, permits, and licenses required to Volunteer.***

The Volunteer agrees to indemnify the University, its Board of Trustees, officers and employees, for any claims, costs, losses, fees, penalties, interest, or damages suffered by the University resulting from the Volunteer's failure to comply with this agreement. The Volunteer shall comply with the standards of conduct set out in employee handbook, and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to status as a University Volunteer. Violation of any University policies, regulations, or guidelines, or lawful directives of University officials may, at the sole discretion of the University, result in the immediate termination of the Volunteer Agreement.

### PROPERTY RIGHTS OF THE PARTIES

All records of the accounts of employees and students of the University, of any nature, whether existing at time of this Agreement, procured through the efforts of the Volunteer, or learned by the Volunteer from any other sources, and whether prepared by the Volunteer or otherwise, shall be the exclusive property of the University.

All books, records and any and all other resources belonging to the University and utilized by the Volunteer in performing the Volunteer's duties under this Agreement shall be immediately returned to the University by the Volunteer upon termination of this Agreement, whether or not any dispute exists between the University and the Volunteer at, regarding, and/or following the termination of this Agreement. All books, records and any and all resources utilized and belonging to the Volunteer upon commencement of this agreement will remain the property of the Volunteer.

# UNIVERSITY OF DALLAS

The Volunteer agrees that the names, social security numbers, addresses and other personal information of the University's students, employees, customers, agents, cooperatives and the like constitute potential confidential and closed information from public disclosure and the Volunteer will not release any such information to any party without the prior written agreement of the President of the University.

All files, records, documents, drawings, specifications, equipment, and similar items relating to the business of the University, whether they are prepared by the Volunteer or come into the Volunteer's possession in any other way, shall remain the exclusive property of the University and shall not be removed from the premises of the University under any circumstances whatsoever without the prior written agreement of the President of the University.

The Volunteer agrees and acknowledges that the name, logos, brand, tag, (tag line) and trademarks of the University may not be used by the Volunteer for any purpose at any time before, during or following the term of the agreement except in such ways and for such periods of time and purposes as expressly authorized in writing by the President of the University.

## GENERAL PROVISIONS

**Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the placement of the volunteer by the University, and contains all of the covenants and agreement between the parties with respect to that placement in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party, except that any other written agreement dated concurrent with or after this Agreement shall be valid as between the signing parties thereto.

**Modifications:** Any modification of this Agreement will be effective only if it is reduced to writing and signed by both parties.

**Waiver:** The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

**Partial Invalidity:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in **full force** without being impaired or invalidated in any way.

**Governing Law:** The laws of the State of Texas shall govern this Agreement.

**Attorney's Fees:** If any legal action is commenced or, necessary to enforce or interpret the terms of this Agreement the prevailing party shall be entitled to reasonable attorney(s)'s fees, costs, and necessary disbursements in addition to any **other** relief to which that party may be entitled.

This agreement is executed in the City of Irving, Dallas County, and State of Texas on this [redacted] day of [redacted] 20 [redacted]

# UNIVERSITY OF DALLAS

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

EMERGENCY CONTACT \_\_\_\_\_  
(name & phone number)

While we anticipate our relationship will be mutually beneficial, it is understood that neither you nor University of Dallas have entered into any contract for or promise of employment, expressed or implied.

\_\_\_\_\_

\_\_\_\_\_

**Volunteer (signature)**

Date

\_\_\_\_\_

**Supervisor (printed name)**

\_\_\_\_\_

\_\_\_\_\_

**Supervisor (signature)**

Date

## BACKGROUND CHECK DISCLOSURE

This disclosure shall serve as notification that University of Dallas (the "Company") may request a consumer report or investigative consumer report on you in connection with your application for employment. If hired, or if you already work for the Company, additional reports, consistent with current or future job description, may be requested on you to determine your suitability for continued employment.

Consumer reports will be prepared and supplied to the Company by Achievement Tec. Achievement Tec is located at 4220 Proton Rd, Suite 170, Dallas, TX 75244 and can be reached at 800-333-5852. Their privacy policy may be found at <http://www.screeningsite.com/about-privacy.asp>.

A consumer report (background check) contains information regarding your character, general reputation, mode of living, personal characteristics, and credit standing. An investigative consumer report is a type of consumer report that includes information from personal interviews with friends, neighbors and associates, except in California where that term means any background report that is not a credit report. The nature and scope of the most common type of investigative consumer report is an investigation into your education and/or employment history conducted by Achievement Tec or another outside organization. You may request more information about the nature and scope of an investigative consumer report, if any, by contacting Achievement Tec. A summary of your rights under the Fair Credit Reporting Act is being provided to you with this form.

As directed by company policy and consistent with your job description, the types of information that may be requested on you include but are not limited to: court records, driving record, employment and wage history, education, credentials and licensing, credit, workers' compensation claims, Social Security number verification, personal references, and drug testing results. Workers' compensation information will only be requested in compliance with federal Americans with Disabilities Act and/or any other applicable federal, state or local laws and only after a conditional job offer is made. Credit history will only be requested when permitted by law and where such information is substantially related to the duties and responsibilities of the position for which you are applying. The information may be obtained from public and private sources.

The Fair Credit Reporting Act gives you specific rights in dealing with consumer reporting agencies. You will find these rights summarized on A Summary of Your Rights Under the Fair Credit Reporting Act and A Summary of Your Rights Under the Provisions of California Civil Code Section 1786.22 as provided here.

## STATE SPECIFIC NOTICES

If you live or work for the Company in the states listed below, please note the following:

**CALIFORNIA:** You may view the file that Achievement Tec has for you, and order a copy of the file, upon submitting proper identification and paying copying costs, by coming to their offices, during normal business hours and on reasonable notice, or by mail. You may also ask for a file-summary by telephone. Achievement Tec can answer questions about information in your file, including any coded information. If you come in person, another person can come with you, so long as that person can show proper identification.

**MAINE:** If you ask us, you have the right to know whether the Company ordered an investigative consumer report on you. You may request the name, address, and telephone number of the nearest office for Achievement Tec. You will get this information within 5 business days of our receipt of your request. You have the right to ask Achievement Tec for a free copy of the report.

**MARYLAND:** If the Company obtains credit history information on you, it will be used to evaluate whether you would present an unacceptable risk of theft or other dishonest behavior in the job for which you are being considered.

**MASSACHUSETTS/NEW JERSEY:** If you submit a request to us in writing, you have the right to know whether the Company ordered an investigative consumer report from Achievement Tec. You may inspect and order a free copy of the report by contacting Achievement Tec.

**MINNESOTA:** If you submit a request to us in writing, you have the right to get from the Company a complete and accurate disclosure of the nature and scope of the consumer report or investigative consumer report ordered, if any.

**NEW YORK:** If you submit a request to us in writing, you have the right to know whether the Company ordered a consumer report or an investigative consumer report from Achievement Tec, and you will be provided with the name and address of Achievement Tec. You may inspect and order a free copy of the reports by contacting Achievement Tec. A copy of Article 23A of the New York Correction Law is being provided with this form.

**OREGON:** If the Company obtains credit history information on you, it will be used to evaluate whether you would present an unacceptable risk of theft or other dishonest behavior in the job for which you are being considered.

**WASHINGTON STATE:** If you submit a request to us in writing, you have the right to get from the Company a complete and accurate disclosure of the nature and scope of the investigative consumer report we ordered, if any. You also have the right to ask Achievement Tec for a written summary of your rights under the Washington Fair Credit Reporting Act. If the Company obtains information bearing on your credit worthiness, credit standing or credit capacity, it will be used to evaluate whether you would present an unacceptable risk of theft or other dishonest behavior in the job for which you are being considered.

<b>COMPANY NAME:</b>	University of Dallas
<b>LOCATION / DEPT:</b>	Irving/ Human Resources



**BACKGROUND CHECK AUTHORIZATION**

After carefully reading the Background Check Disclosure form, I authorize the Company to order my background report, including investigative consumer reports. I understand that the Company may rely on this authorization to order additional background reports, including investigative consumer reports, during my employment without asking me for my authorization again as allowed by law.

I also authorize the following agencies and entities to disclose to Achievement Tec and its agents all information about or concerning me, including but not limited to: my past or present employers; learning institutions, including colleges and universities; law enforcement and all other federal, state and local agencies; federal, state and local courts; the military; credit bureaus; testing facilities; motor vehicle records agencies; if applicable, workers' compensation injuries; all other private and public sector repositories of information; and any other person, organization, or agency with any information about or concerning me. Workers' compensation information will only be requested in compliance with federal Americans with Disabilities Act and/or any other applicable federal, state or local laws and only after a conditional job offer is made. The information that can be disclosed to Achievement Tec and its agents includes, but is not limited to, information concerning my employment history, earnings history, education, personal references, credit history, motor vehicle history, criminal history, military service, professional credentials and licenses and substance abuse testing.

I agree the Company may rely on this authorization to order background reports, including investigative consumer reports, from companies other than Achievement Tec without asking me for my authorization again as allowed by law. I also agree that a copy of this form is valid like the signed original. I certify that all of my personal information on this form is *true and correct* and understand that dishonesty may disqualify me from consideration for employment with the Company, or if I am hired or already work for the Company, that my employment may be terminated.

Full name as it appears on license: \_\_\_\_\_  
Last First Middle

Previously used name: \_\_\_\_\_ Dates Used: \_\_\_\_\_

Previously used name: \_\_\_\_\_ Dates Used: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Drivers License #: \_\_\_\_\_ State: \_\_\_\_\_

May your present employer be contacted?  YES  NO  Not employed

<b>FOR IDENTIFICATION PURPOSES ONLY:</b>	Date of Birth: _____ Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female Race: <input type="checkbox"/> Asian <input type="checkbox"/> African-American <input type="checkbox"/> Caucasian <input type="checkbox"/> Hispanic <input type="checkbox"/> Other
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Current address: \_\_\_\_\_  
# Street City State Zip

Length of time at current address: \_\_\_\_\_ Below, please list **cities and states** of residence for the past **ten years**:

<small>City</small>	<small>State</small>	<small>Dates</small>	<small>City</small>	<small>State</small>	<small>Dates</small>
<small>City</small>	<small>State</small>	<small>Dates</small>	<small>City</small>	<small>State</small>	<small>Dates</small>
<small>City</small>	<small>State</small>	<small>Dates</small>	<small>City</small>	<small>State</small>	<small>Dates</small>

<b>If you live or work for the Company in California, Minnesota or Oklahoma:</b> Check this box if you would like a free copy of your report: <input type="checkbox"/>
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**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*For contact purposes only:* Email address: \_\_\_\_\_ Phone #: \_\_\_\_\_

## A Summary of Your Rights Under the Fair Credit Reporting Act

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](http://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](http://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](http://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](http://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](http://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 N.W. 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 &amp; Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to 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 Street, 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 or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>

**A Summary of Your Rights**  
**Under the Provisions of California Civil Code Section 1786.22**

The Investigative Consumer Reporting Agencies Act (ICRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). You can find the complete text of the ICRA, at the California Privacy Protection web site (<http://www.privacy.ca.gov/icraa.htm>). The ICRA gives you specific rights, as outlined below. You may have additional rights under federal law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- (a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
  - (1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
  - (2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
  - (3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
- (c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.
- (d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.
- (e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.



**NEW YORK CORRECTION LAW**  
**ARTICLE 23-A**

New York Bus Code §380-c(b)(2) and 380-g(d)

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**§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 individuals 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.