

BROKEN ARROW  PUBLIC SCHOOLS  
 Educating Today Leading Tomorrow

Contract Committee Review Request  
 MUST BE COMPLETED IN FULL

Date: 3/31/2022

Contract/Agreement Vendor:   
Name of Vendor & Contact Person  
  
Vendor Email Address

Describe Contract (Technology, program, consultant-prof Development, etc.)  
 Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Reason/Audience to benefit  
   
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO  NO  
 If yes, Technology Admin:

Leadership Team Member:

Funding Source:    
Fund/Project OCAS Coding

**Consent**

**Action**

Lit Camp summer school half day staff training to take place either June 1, 2022 or June 2, 2022

**Summary** This area must be complete with full explanation of contract

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*



## MEMORANDUM

To: Mr. Chuck Perry

From: Kristin Hennes, Executive Director of Teaching and Learning

Date: 3-31-2022

Re: Professional Development

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### SUBJECT

Discussion, motion and vote on to approve or disapprove a NEW contract between Scholastic Inc. and Broken Arrow Public Schools for Lit Camp training for summer school teachers.

### ENCLOSURES/ATTACHMENTS

Contract agreement

### SUMMARY

The cost of the training services is quoted at \$2999.00 and will be paid from RSA Funds. The dates of service will be on either June 1, 2022 or June 2, 2022.

### FUNDING

RSA Funds-11-367

### RECOMMENDATION

Approve

SCHOLASTIC EDUCATION

QUOTATION

Scholastic Inc., P.O. Box 639852, Cincinnati, OH 45263-9852 Phone: (800) 724-2222 Fax: (800) 560-6815

<p><b>Prepared for:</b>                  Kristin Henness ,                  Broken Arrow Public Schools                  701 South Main Street                  Broken Arrow , OK 74012</p>	<p><b>Prepared by:</b>                  T J Mears</p> <p style="text-align: right;"><b>Date:</b> 3/30/2022</p>
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Description or Title	SPC	ISBN #	Unit Price	QTY	Subtotal	Discount	Total
Getting Started With LitCamp - half-day session	4AZ	658217	\$3,499.00	1	\$3,499.00	\$500.00	\$2,999.00
<b>Subtotal</b>					\$3,499.00	\$500.00	\$2,999.00
						Shipping & Handling	
						Sales Tax	\$0.00
						<b>TOTAL</b>	\$2,999.00

Please contact me if I can be of further assistance.

**Billing Options**  
 Net 30 Days for Payment

Prices subject to change - prices based upon total purchase - all delivery, training or consulting services to be billed at published rates for each activity involved. Customers must notify scholastic in writing no less than five (5) business days in advance of any cancellation or rescheduling of training, in-classroom support, or other onsite services. If such notice is not received by scholastic, customers will be charged (or forfeit prepayment) for cancelled or missed days. Unless otherwise noted, all services must be delivered within 18 months of purchase. We specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. No part of the Services or any related materials may be videotaped, audio taped, photographed or in any way copied, excerpted, reproduced or distributed without the prior written consent of Scholastic. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchantability or fitness of purpose, damages related to this agreement. State law requires sales tax be added to your order unless we have sales tax exemption certificate on file. Tax on this quote may be your estimated tax, actual tax will be charged at the time of shipping. Scholastic terms are FOB shipping point unless otherwise noted on the purchase order.

**SCHOLASTIC**EDUCATION  
**QUOTATION**

Scholastic Inc., P.O. Box 639852, Cincinnati, OH 45263-9852 Phone: (800) 724-2222 Fax: (800) 560-6815

<p><b>Prepared for:</b> Kristin Hennes , Broken Arrow Public Schools 701 South Main Street Broken Arrow , OK 74012</p>	<p><b>Prepared by:</b> TJ Mears</p> <p style="text-align: right;"><b>Date:</b> 3/30/2022</p>
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					<b>Subtotal</b>	<b>\$3,499.00</b>	<b>\$500.00</b>	<b>\$2,999.00</b>
						Shipping & Handling		
						Sales Tax	\$0.00	
						<b>TOTAL</b>	<b>\$2,999.00</b>	

Please contact me if I can be of further assistance.

**Billing Options**  
Will billing be upfront or upon delivery?

~~Bill Upfront or Bill Upon Delivery~~ *Changed*

Old  
Quote

Prices subject to change - prices based upon total purchase - all delivery, training or consulting services to be billed at published rates for each activity involved. Customers must notify scholastic in writing no less than five (5) business days in advance of any cancellation or rescheduling of training, in-classroom support, or other onsite services. If such notice is not received by scholastic, customers will be charged (or forfeit prepayment) for cancelled or missed days. Unless otherwise noted, all services must be delivered within 18 months of purchase. We specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. No part of the Services or any related materials may be videotaped, audio taped, photographed or in any way copied, excerpted, reproduced or distributed without the prior written consent of Scholastic. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchantability or fitness of purpose, damages related to this agreement. State law requires sales tax be added to your order unless we have sales tax exemption certificate on file. Tax on this quote may be your estimated tax, actual tax will be charged at the time of shipping. Scholastic terms are FOB shipping point unless otherwise noted on the purchase order.



**Brown, Janet L**

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**From:** Drake, Lindsay R  
**Sent:** Monday, May 2, 2022 3:49 PM  
**To:** Brown, Janet L  
**Cc:** Smith, Casey R  
**Subject:** RE: Background check request- Scholastic

Hi Janet,

Yes, we can accept this as their background check. They won't need to complete the consent form.

Sincerely,

**Lindsay Drake**

Director of Employee Relations  
Broken Arrow Public Schools  
P: 918-259-5713 | F: 918-258-0493



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**From:** Brown, Janet L <jlbrown@baschools.org>  
**Sent:** Monday, May 2, 2022 2:52 PM  
**To:** Drake, Lindsay R <ldrake@baschools.org>  
**Cc:** Smith, Casey R <csmith@baschools.org>  
**Subject:** FW: Background check request- Scholastic  
**Importance:** High

Hello!

Scholastic will be here over the summer for some PD. They were sent our background check form but sent back the check their company provides for their employees ( I'm assuming). Do you think this will work?

Please advise as it will make a difference on whether or not I can put this on the May 9<sup>th</sup> agenda 😊

Happy Monday!

Janet Brown  
Board Clerk  
701 South Main Street  
Broken Arrow, Oklahoma 74012

(918) 259-5731

• COMPLETE REPORT - CLEAR

• OrderID - 1812443810



CURTIS, SUSAN M  
 [REDACTED]  
 [REDACTED]

SCHOLASTIC (BILLCODE: 105726 )  
 557 BROADWAY  
 NEW YORK, NY 10012

PHONE: 888.889.5248  
 646.829.3382

dispute.resolution@sterlingcheck.com

**\*\*\* CONFIDENTIAL BACKGROUND SCREENING REPORT \*\*\***

(INFORMATION CONTAINED IN THIS REPORT IS PUBLISHED IN ACCORDANCE WITH FEDERAL AND OK STATE LAWS)

**REPORT SUMMARY**

COMPONENT	IDENTIFIERS	STATUS	RESULT
<a href="#">SSN Trace</a>	[REDACTED]	Complete	Complete
<a href="#">County Court Search</a>	Curtis, Susan M, OK-CLEVELAND	Complete	Clear
<a href="#">State Sex Offender</a>	Curtis, Susan M, OK-SEX OFFENDER	Complete	Clear
<a href="#">Federal Court Search</a>	Curtis, Susan M, OK-WESTERN DISTRICT	Complete	Clear
<a href="#">Enhanced Nationwide Criminal Search</a>	Curtis, Susan M	Complete	Clear

**Pursuant to Minn. Stat. Ann. 332.70(4): The report may include information that has been expunged, sealed, or has otherwise become inaccessible to the public since the date it was collected.**

**This report or portions of this report may have been rated or scored pursuant to criteria provided by the end-user. The rating is merely to ease the reviewer(s) review of the report and does not indicate that any employment decision has been made. Regardless of any rating applied by Sterling based on the end-user's criteria, the end-user must review all reports to conduct a case-by-case individualized analysis before making any decision.**

**References to a specific "Level" in the Result Column or as indicated in a Component Title are based solely on an end-user's criteria and do not refer to any label used by any sex offender registry, government agency, or public record repository.**

**Sterling provides the information contained in this report to End-User to be used solely for a permissible purpose as defined in the Fair Credit Reporting Act. If the End-User intends to take adverse action based in whole or in part on the contents of this report, the End-User must provide the consumer with notices that it is taking adverse action and those notices must comply with the FCRA and state law. All information contained in this report is provided pursuant to the terms of the End-User Agreement. End-User further understands that it uses any and all information provided by Sterling at its own risk and End-User is solely liable for complying with all federal, state, and local laws. The information contained in this report is confidential and may only be accessed by authorized employees of End-User, provided to the consumer about who it relates, or provided as otherwise required by law.**



The scope of the criminal history search is governed by state and federal reporting restrictions and client request. Generally, records will be reported for 7 years. Due to state and federal reporting guidelines for consumer reporting agencies, records may or may not exist that may not be reported.

SSN Trace  
Complete

Data as Provided

SSN: [REDACTED]

Last Name **Curtis**

First Name **Susan**

Middle Name **M**

The provided social security number has returned potential matching information related to the subject of this report. This information is an investigative tool only and should not be used as the basis of any employment decision.

Reported Data

Report requested on: 8/27/2021 Report completed on: 8/27/2021

Name: **Curtis, Susan M**

SSN: [REDACTED]

County Court Search  
Clear

Data as Provided

Last Name **Curtis**

First Name **Susan**

Middle Name **M**

SSN: [REDACTED]

DOB 7/10/XX

Race **Unknown**

Gender **Unknown**

Jurisdiction **OK-CLEVELAND (2149)**

Verified Data

Report requested on: 8/27/2021 Report completed on: 8/27/2021

State Sex Offender  
Clear

Data as Provided

Last Name **Curtis**

First Name **Susan**

Middle Name **M**

SSN: [REDACTED]

DOB 7/10/XX

Race **Unknown**

Gender **Unknown**

Jurisdiction **OK-SEX OFFENDER (3521)**

Specific criminal/public record or sex offender/other registry information is located in the Verified Data Section of the report if it is located and reportable.

Verified Data

Report requested on: 8/27/2021 Report completed on: 8/27/2021

## Federal Court Search

Clear

## Data as Provided

Last Name **Curtis**  
 First Name **Susan**  
 Middle Name **M**  
 SSN ██████████  
 DOB **7/10/XX**  
 Race **Unknown**  
 Gender **Unknown** ██████████  
 Jurisdiction **OK-WESTERN DISTRICT (3349)**

## Verified Data

Report requested on: 8/27/2021 Report completed on: 8/27/2021

## Enhanced Nationwide Criminal Search

Complete

## Data as Provided

Last Name **Curtis**  
 First Name **Susan**  
 Middle Name **M**  
 SSN ██████████  
 DOB **7/10/XX**  
 Race **Unknown**  
 Gender **Unknown**

## Verified Data

Report requested on: 8/27/2021 Report completed on: 8/27/2021

**The Enhanced Nationwide search is a national database, made up of various state and local sources. It does not cover every US jurisdiction. The verified results can be found under the header of the appropriate jurisdiction on this report.**

Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

### 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 identify 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 1-888-5-OPTOUT (1-888-567-8688)
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

**Consumers have the right to obtain a security freeze**

**You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization.** The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **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:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates  b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552  b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450



<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>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 Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 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 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 the 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, S.W., Suite 8200 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>Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>

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

**LICENSURE AND EMPLOYMENT OF PERSONS PREVIOUSLY  
CONVICTED OF ONE OR MORE CRIMINAL OFFENSES**

**Section 750. Definitions.**

**751. Applicability.**

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

**753. Factors to be considered concerning a previous criminal conviction; presumption.**

**754. Written statement upon denial of license or employment.**

**755. Enforcement.**

**§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.



**Oklahoma Consumers Have the Right to Obtain a Security Freeze**

You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. A security freeze must be requested in writing by certified mail. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, government services or payments, rental housing, employment, investment, license, cellular phone, utilities, digital signature, Internet credit card transaction, or other services, including an extension of credit at point of sale. When you place a security freeze on your credit report, you will be provided a personal identification number or password to use if you choose to remove the freeze on your credit report or authorize the release of your credit report for a period of time after the freeze is in place. To provide that authorization you must contact the consumer reporting agency by one of the methods that it requires, and provide all of the following:

1. The personal identification number or password;
2. Proper identification to verify your identity;
3. The proper information regarding the period of time for which the report shall be available; and
4. The payment of the appropriate fee.

A consumer reporting agency must authorize the release of your credit report no later than three (3) business days after receiving all of the above items by any method that the consumer reporting agency allows.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

You have a right to bring civil action against anyone, including a consumer reporting agency who willfully or negligently fails to comply with any requirement of the Oklahoma Consumer Report Security Freeze Act.

A consumer reporting agency has the right to charge you up to Ten Dollars (\$10.00) to place a freeze on your credit report, up to Ten Dollars (\$10.00) to temporarily lift a freeze on your credit report, and up to Ten Dollars (\$10.00) to remove a freeze from your credit report. However, you shall not be charged any fee if you are a victim of identity theft who has submitted, at the time the security freeze is requested, a copy of a valid investigative or incident report or complaint with a law enforcement agency about the unlawful use of your identifying information by another person, or if you are sixty-five (65) years of age or older for the initial placement and removal of a security freeze.