



# CITY OF PLAINWELL

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**141 N. Main St.  
Plainwell, MI 49080**

**Telephone (269) 685-6821  
Fax (269) 685-8328**

## **Background Research Release**

**Please read this section carefully and acknowledge your understanding by signing your name in the space below.**

I acknowledge that I am hereby notified that a consumer report or an investigative consumer report may be obtained from a consumer reporting agency, other agency or directly by this employer for the purpose of evaluating me for employment, promotion, reassignment or retention as an employee. Please refer to the attached Summary of Your Rights under FCRA.

The report may contain information bearing on my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living from public or private record sources or through personal interviews with my neighbors, friends, associates or an educational facility.

In connection with my application for employment, I understand that consumer reports or investigative consumer reports which may contain public record information may be requested or made on me including consumer credit, criminal records, driving record, education, prior employer verification, workers compensation claims and others. These reports will include experience along with reasons for termination of past employment. Further I understand that you will be requesting information from various Federal, State, local and other agencies which contain my past activities.

I hereby authorize without reservation, any party or agency contacted by this employer to furnish the above mentioned information.

I further authorize ongoing procurement of the above noted reports at any time during my employment.

Unless otherwise indicated in an applicable collective bargaining agreement, I understand that the position I'm applying for with the City of Plainwell is an employment at-will position which means that either myself or the City may terminate the employment relationship with or without cause and with or without notice. I further understand that only the City Manager is authorized to modify the employment at-will relationship and to be effective any such modification must be in writing and signed by the City Manager

I certify that all of the statements made by me on this application for employment are true, correct, and complete to the best of my knowledge.

**1. Consent to Conduct Background Investigation.**

As a condition of and in consideration for City Plainwell's consideration of this application, I give permission to the City of Plainwell to investigate my personal and employment history. I understand that this background investigation will include, but not be limited to, verification of all information on this application, as well as interviews with past employers. I further give permission to the City of Plainwell to conduct this investigation and to discuss the results of this investigation in connection with my application for employment.

**2. Consent to Contact Past Employers.**

I give permission to the City of Plainwell to contact all employers listed in this application (except those specifically excluded) for references. I further give permission to all current or previous employers and/or managers or supervisors to discuss my relevant personal and employment history with the City of Plainwell, consent to the release of such information orally or in writing, and hereby release them from all liability and agree not to sue them for defamation or other claims based upon any statements they make to any representative of The City of Plainwell. I further waive all rights I may have under state law to receive a copy of any written statement provided by any of my former employers to The City of Plainwell. I further agree to indemnify all past employers for any liability they may incur because of their reliance upon this release.

**3. Consent to Contact Government Agencies.**

I give permission to any agent, attorney or representative of The City of Plainwell to receive a copy of any information obtained in the file of any federal, state or local court, governmental agency, law enforcement agency or investigator concerning or relating to me. I further consent to the release of such information and waive any right under state law concerning notification of the request for a release of such information. In the event a state law does not provide for prospective employers to have access to information, I hereby delegate The City of Plainwell as my agent for receipt of information. To have access to information, I hereby delegate The City of Plainwell as my agent for receipt of information. I understand that the scope of this investigation will be limited to criminal and/or civil records that relate to my honesty, integrity and/or abilities.

**4. Cooperation with Investigation**

I agree to fully cooperate in The City of Plainwell's background investigation, and to sign any waivers or releases that may be necessary to obtain access to relevant information. In the event that any former employer or federal, state or local governmental agency will not release reference information or criminal history information directly to the employer, I agree to personally request such information to the extent permitted by law.

**5. Credit and Past Financial Status Investigation**

I agree to fully cooperate in The City of Plainwell's background investigation in relation to my past and present financial status in accordance with the 1997 Fair Credit Reporting Act, and the Michigan Civil Rights Act. In the event that any credit agency or federal, state or local governmental agency will not release reference information, I agree to personally request such information to the extent permitted by law.

**6. Falsification Statement**

I understand that any falsification or willful omission of fact made in this application or in connection with any background investigation may be sufficient grounds for rejection of this application, or, if discovered after an offer of employment, for immediate dismissal.

**PRINT FULL NAME (Include maiden name and any other names which you have used or been known by and give reasons):**

\_\_\_\_\_  
\_\_\_\_\_

**Address:**

\_\_\_\_\_

Social Security Number \_\_\_\_\_

Drivers License: State \_\_\_\_\_ License number \_\_\_\_\_

For identification purposes

Date of Birth: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_ Race \_\_\_\_\_ Gender \_\_\_\_\_

Professional License: State \_\_\_\_\_ Type \_\_\_\_\_ Number \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Candidate's Printed Name

\_\_\_\_\_  
Witness' Signature \_\_\_\_\_ Date \_\_\_\_\_

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

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed bankruptcy -- to creditors, employers, landlords, and other businesses. You can find the [complete text of the FCRA](#), 15 U.S.C. §§1681-1681u. The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs -- to which it has provided the data -- of any error.) The CRA must give you a written report of the investigation and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** If a CRA, a user or (in some

cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

<b>FOR QUESTIONS OR CONCERNS REGARDING</b>	<b>PLEASE CONTACT</b>
CRAs, creditors and others not listed below	Federal Trade Commission Consumer Response Center- FCRA Washington, DC 20580 * 202-326-3761
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 * 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 * 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington D.C. 20552* 800- 842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 * 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 * 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 * 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator-GIPSA Washington, DC 20250 * 202-720-7051