



## **CRIMINAL BACKGROUND AND FINANCIAL CREDIT CHECK PROCEDURES**

### **Department of Human Resources**

Effective: July 8, 2008

Revised: March 27, 2012

Revised: August 1, 2013

### **PURPOSE**

The purpose of this document is to provide internal procedures for conducting criminal background checks and consumer credit reports for faculty, staff and candidates for employment at the University of Louisiana-Monroe. Criminal background checks and consumer credit reports are intended to create and sustain a safe environment for all members of the university community.

### **PROCEDURES**

An offer of employment shall be made contingent on the completion of a criminal background check and/or consumer credit report, if applicable. In case of an immediate hire, an offer of employment may be made prior to completion of the background check and/or consumer credit report with approval of the appropriate Vice President. However, continued employment is always contingent upon a satisfactory background check and/or consumer credit report.

Hiring authorities, for purposes of these procedures, are any ULM administrators who propose or recommend employment. Hiring authorities should include the following statement to any contract or offer letter if the background check and/or consumer credit report is not completed: "Employment is contingent upon completion of a background check and/or consumer credit report and may be terminated upon receipt of results that demonstrate an inconsistency in the applicant or employee's ability to fulfill the job requirements." Background checks and/or consumer credit reports revealing misrepresentations may be grounds for immediate rejection of the application. If the individual is a current employee, his or her suitability for continued employment will be evaluated.

The hiring authority should conduct all required background checks and/or consumer credit checks prior to incurring any other expenses, such as travel or lodging associated during the interview phase of a hiring decision to ensure appropriate and efficient use of University funds. Exceptions can be made for extenuating circumstances and on a case by case basis with approval from the Office of the President of the University. If a background check and/or consumer credit report conducted in the above circumstance provides information regarding the applicant that will result in the withdrawal of the applicant's participation in the interview process, the withdrawal will be treated as an adverse employment action for purposes of the Fair Credit Reporting Act. Any applicant or employee with an adverse employment action should be offered the opportunity to review the results of the report(s) and remedy any inaccurate information.

The hiring or employing department will request applicant complete and sign the "Consent and Disclosure Form" (<http://ulm.edu/hr/policies/forms/consentdisclosure.pdf>). Any applicant or employee who refuses to provide a signed consent form will be ineligible for consideration for the vacant position or continuation of employment.

The hiring or employing department will forward the signed "Consent and Disclosure Form" to the Human Resources Department. The Human Resources Department will notify the hiring authority of the

results. Only designated ULM employees may initiate and receive results of background checks and/or consumer credit reports. Results of all background checks and/or consumer credit reports shall be kept confidential and will not be disclosed except to the extent necessary to administer and enforce this policy.

### **ADVERSE EMPLOYMENT ACTIONS**

Adverse employment decisions based on criminal history or consumer credit information must be made based on exclusions that are job related and consistent with business necessity. Consideration must be taken and documented as to (1) the nature and gravity of the offense (2) the time that has lapsed since the offense and (3) the nature of the job. Additionally, any candidate for employment or employee who will be excluded based on information contained in a criminal history or consumer credit report must be provided an opportunity to show why he or she should not be excluded.

In the event that an adverse employment action is to occur, including but not limited to a failure to hire, promote, or terminate employment, for information contained in a consumer credit report, the individual must also be provided a copy of the relevant report as well as a copy of *A Summary of Your Rights Under the Fair Credit Reporting Act* ([www.consumer.ftc.gov/sites/default/files/articles/pdf/pdf-0096-fair-credit-reporting-act.pdf](http://www.consumer.ftc.gov/sites/default/files/articles/pdf/pdf-0096-fair-credit-reporting-act.pdf)).

Pursuant to the Fair Credit Reporting Act, an Adverse Action notice will be provided to the applicant or employee after any adverse action is taken as a result of an unfavorable report for the purpose of allowing the individual an opportunity to review the report. The Adverse Action Notice will include:

- the name, address, and phone number of the consumer reporting company that supplied the report;
- a statement that the consumer reporting company did not make the decision to take the adverse action and cannot give specific reasons for it; and
- a notice of the individual's right to dispute the accuracy or completeness of any information the consumer reporting company furnished, and to obtain an additional free report from the company within 60 days, if requested by the date of adverse action.

### **COST AND BILLING**

The completed and signed "Consent and Disclosure Form" gives Human Resources authorization to charge the requesting department for the cost of background checks and consumer credit reports. Human Resources will correspond with the Controller's Office to transfer funds from the requesting department's account to Human Resources. Human Resources will remit payment to the appropriate vendor(s).