

WESTPORT BOARD OF EDUCATION

AGENDA *

(Agenda Subject to Modification in Accordance with Law)

PUBLIC SESSION/PLEDGE OF ALLEGIANCE

7:30 p.m., Staples High School, Cafeteria B (Room 301)

ANNOUNCEMENTS FROM BOARD AND ADMINISTRATION

PUBLIC QUESTIONS/COMMENTS ON NON-AGENDA ITEMS (15 MINUTES)

MINUTES: March 19, 2018; May 7, 2018; and May 14, 2018, *pages 1-6*

DISCUSSION

- 1. Innovation Fund, *pages 7-19* (Encl.) Ms. Julie Droller
Mr. Tom Scavone
Ms. Natalie Carrigan
- 2. Board Goals Dr. Colleen Palmer

DISCUSSION/ACTION

- 1. Acceptance of Gifts, *pages 21-23* (Encl.) Dr. Colleen Palmer
- 2. Discussion and Possible Action Regarding Specific Mitigation Strategies to Adjust Operating Budget to a Reduction of \$1,128,000 Per the New Overall Operating Budget of \$116,173,800 Dr. Colleen Palmer
Mr. Elio Longo
- 3. Adoption: 2018-19 Budget of the Board of Education Dr. Colleen Palmer
- 4. Telecommunications Line Audit - The SpyGlass Group, Inc., *page 25* (Encl.) Mr. Elio Longo
- 5. Second Reading of the Westport Board of Education Policy 4110/4210, Employment Checks, *pages 27-42* (Encl.) Ms. Karen Kleine

COMMITTEE REPORTS

- 1. Teaching and Learning Committee Ms. Elaine Whitney
Ms. Julie Droller

ADJOURNMENT

*A 2/3 vote is required to go to executive session, to add a topic to the agenda of a regular meeting, or to start a new topic after 10:30 p.m. The meeting can also be viewed on Cablevision on channel 78; Frontier channel 6021 and by video stream @www.westportps.org

PUBLIC PARTICIPATION WELCOME USING THE FOLLOWING GUIDELINES:

- Comment on non-agenda topics will occur during the first 15 minutes *except* when staff or guest presentations are scheduled.
- Board will not engage in dialogue on non-agenda items.
- Public may speak as agenda topics come up for discussion or information.
- Speakers on non-agenda items are limited to 2 minutes each, except by prior arrangement with chair.
- Speakers on agenda items are limited to 3 minutes each, except by prior arrangement with chair.
- Speakers must give name and use microphone.
- Responses to questions may be deferred if answers not immediately available.
- Public comment is normally not invited for topics listed for action after having been publicly discussed at one or more meetings.

**WESTPORT BOARD OF EDUCATION MINUTES
SPECIAL MEETING**

Board Members Present:

Jeannie Smith Vice Chair
Elaine Whitney Secretary
Karen Kleine
Mark Mathias
Vik Muktavaram
Candace Savin

Administrators Present:

Colleen Palmer Superintendent of Schools
John Bayers Director of Human Services
Elio Longo Director of School Business Operations
Michael Rizzo Director of Pupil Services

Absent:

Michael Gordon

PUBLIC CALL TO ORDER: 7:02 p.m., Staples High School Library Classrooms

EXECUTIVE SESSION: Matters Pertaining to Security

Jeannie Smith moved to go into executive session at 7:02 p.m. to discuss Matters Pertaining to Security; seconded by Mark Mathias and passed unanimously (5-0). Michael Gordon was absent; Elaine Whitney arrived at 7:14 p.m. At the invitation of the Board, the following school and town officials were present: Westport Public Schools: Dr. Colleen Palmer, Superintendent of Schools, John Bayers, Director of Human Resources, Elio Longo, Director of School Business Operations, Michael Rizzo, Director of Pupil Services and Ted Hunyadi, Director of Facilities and Security; Westport Police Department: Chief Foti Koskinas, Deputy Chief Samuel Arciolo, Captain David Farrell and Captain Ryan Paulson; Westport Fire Department: Inspector Nathaniel Gibbons; Board of Selectman: James Marpe, First Selectman, Jennifer Tooker, Selectwoman and Melissa Kane, Selectwoman; Board of Finance: Brian Stern, Chair, Michael Rea, Vice Chair, Lee Caney, John Hartwell, Andrea Moore and James Westphal; RTM Members: Lauren Karpf, Brandi Briggs, Jay Keenan, Lou Mall, Chris Tait, Kristan Peters-Hamlin, Nicole Kleine, Velma Heller, Neil Phillips, Jimmy Izzo, Christine Meiers Schatz, Karen Kramer, Carla Rea, Ellen Lautenberg, Mark Friedman, and Amy Kaplan.

The executive session adjourned at 9:35 p.m.

ADJOURNMENT: 9:35 p.m.

Respectfully submitted,

Elaine Whitney, Secretary
(Minutes written by Lisa Marriott)

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WESTPORT BOARD OF EDUCATION

MINUTES

Board Members Present:

Michael Gordon	Chair
Jeannie Smith	Vice Chair
Elaine Whitney	Secretary
Karen Kleine	
Mark Mathias	
Vik Muktavaram	
Candace Savin	

Administrators Present:

Colleen Palmer	Superintendent of Schools
John Bayers	Director of Human Resources
Elio Longo	Director of School Business Operations
Julie Droller	Dir. of Elementary Education
Michael Rizzo	Director of Pupil Services

PUBLIC SESSION/PLEDGE OF ALLEGIANCE: 7:35 p.m., Staples High School, Cafeteria B (Room 301)

ANNOUNCEMENTS FROM BOARD AND ADMINISTRATION

PUBLIC QUESTIONS/COMMENTS ON NON-AGENDA ITEMS (15 MINUTES)

MINUTES: Elaine Whitney moved to approve the minutes of April 23, 27 and 30, 2018; seconded by Michael Gordon and passed unanimously.

DISCUSSION:

Mathematics Pathways

Staples Pathways Academy

School Start Time Committee Update

Board Goals

At 10:36 p.m., Michael Gordon moved to continue with the last four items of the agenda, as it was after 10:30 p.m.; seconded by Karen Kleine and passed unanimously.

Michael Gordon left the meeting at 10:40 p.m.

First Reading of the Westport Board of Education Policy 4110/4210, Employment Checks

Health and Medical Insurance Revenues and Expenses; Projected Year-End Balance in Health Reserve Account

COMMITTEE REPORTS

Policy Committee

Teaching and Learning Committee

ADJOURNMENT: Jeannie Smith moved to adjourn at 11:00 p.m; seconded by Candice Savin and passed unanimously.

Respectfully submitted,

Elaine Whitney, Secretary
(Minutes written by Lisa Marriott)

WESTPORT BOARD OF EDUCATION SPECIAL MEETING

MINUTES

Board Members Present:

Michael Gordon*	Chair
Jeannie Smith	Vice Chair
Elaine Whitney	Secretary
Karen Kleine	
Mark Mathias	
Vik Muktavaram	
Candace Savin	

Administrators Present:

Colleen Palmer	Superintendent of Schools
John Bayers	Director of Human Resources
Julie Droller	Dir. of Elementary Education
Elio Longo	Director of School Business Operations
Michael Rizzo	Director of Pupil Services

*Arrived at 7:38 p.m.

PUBLIC CALL TO ORDER: 6:07 p.m., Staples High School, Principal’s Conference Room, Room 1025C

EXECUTIVE SESSION: Interview Candidate for Assistant Superintendent of Pupil Personnel Services

Jeannie Smith moved to go into executive session to Interview Candidate for Assistant Superintendent of Pupil Personnel Services; seconded by Mark Mathias and passed unanimously. All Board members were present except Michael Gordon; Elaine Whitney arrived at 6:12 p.m., and Vik Muktavaram arrived at 6:28 p.m. Colleen Palmer participated in the executive session at the invitation of the Board.

RESUME PUBLIC SESSION/PLEDGE OF ALLEGIANCE: 7:34 p.m.; Staples High School, Conference Room 1028

DISCUSSION/ACTION

Possible Appointment of Assistant Superintendent of Pupil Personnel Services

Be It Resolved, That upon the recommendation of the Superintendent of Schools, the Board of Education appoints Dr. Tina Mannarino as Assistant Superintendent of Pupil Personnel Services, effective July 1, 2018.

MOTION: Jeannie Smith
SECOND: Elaine Whitney
RESULT: Passed unanimously
VOTE: 6-0-1 (Michael Gordon abstaining)

At 7:41 p.m., Michael Gordon moved to adjourn into executive session to discuss Non-Union Personnel Compensation, 2018-2019; seconded by Jeannie Smith and passed unanimously.

EXECUTIVE SESSION: Non-Union Personnel Compensation, 2018-2019; Staples High School, Principal's Conference Room, Room 1025C

All Board members were present. Colleen Palmer participated in the executive session at the invitation of the Board.

ADJOURNMENT: 9:27 p.m.

Respectfully submitted,

Elaine Whitney, Secretary
(Minutes written by Lisa Marriott)



An Inaugural Year Celebration

The Impact

- 600+ students
- 25+ teachers
- All levels
- All buildings
- Greater Westport Community
- Partnerships with Harding and Bassick High Schools
- Partnerships with the Westport Public Library and Westport Historical Society
- Partnerships and collaboration with world renowned artists and experts
- During the school year, over the summer, and beyond



The Experience

- Students as traveling scientists, anthropologists and historians
- Students as programmers and problem solvers
- Students as event planners, marketers, social media influencers, community bloggers
- Students as reflective thinkers
- Students as live remote broadcasters
- Teachers as active researchers, data collectors and analysts



Students as composers, performers, and improvisors



Year Two . . . Open and Ready to Launch New Ideas

The screenshot shows the Westport Public Schools website. At the top, there is a dark blue navigation bar with "PS Home Access" and "S Schoology" on the left, and "Westport Public Schools" with a search icon on the right. Below this is a light beige banner featuring the Westport Public Schools logo on the left and the mission statement: "Our Mission is to prepare all students to reach their full potential as life-long learners and socially responsible contributors to our global community." A second dark blue navigation bar contains links for "District", "Schools", "Parents", "PTA", "Community", and "Employment". Below the navigation, the breadcrumb "District / Innovation Fund" is visible. The main content area features the "the INNOVATION FUND" logo on the left, which includes a stylized brain and globe icon. To the right of the logo is a "Resources" section with two links: "Grant Application" and "Grant Rubric". On the far right, there is a large, orange, starburst-shaped graphic with the text "APPLY NOW!" in white.

Westport Public Schools Music & Visual Arts Department

SEAN O'LOUGHLIN

COMPOSER/ARRANGER/CONDUCTOR

COLLABORATES

WITH BMS ORCHESTRA STUDENTS ON 3 NEW COMMISSIONED PIECES

WESTPORT

MARCH 19 2018, 8:00am-3:00pm

BEDFORD MIDDLE SCHOOL, WESTPORT, CT

The creative process in action!

Made possible through the Westport Public Schools Innovation Grant

Collaboration Day with Sean O'Loughlin

Monday, March 19th

7:30-8:00 - Breakfast with Sean (Guidance Conference Room)

8:15-9:42 - Seventh Grade Orchestra Presentation and Rehearsal
(Gymnasium)

9:45-11:12 - Eighth Grade Orchestra Presentation and Rehearsal
(Gymnasium)

11:15-11:45 - Lunch Break (Guidance Conference Room)

11:48-1:18 - Sixth Grade Orchestra Presentation and Rehearsal
(Gymnasium)

1:18-2:00 - Break Period and Setup

2:00-2:45 - Last period performance: Grand Finale, ALL BMS
orchestra students (Gymnasium)

Sean O'Loughlin Questions

If you could ask Sean O'Loughlin any questions right now about your piece, what would they be? Brainstorm with your stand partner or someone near you and write your top three questions below.

1. What is the first thing you do when composing a piece and where do you go from there?
2. What is the mood/key of the piece?
3. Are there good video reactions?

Sean O'Loughlin Questions

If you could ask Sean O'Loughlin any questions right now about your piece, what would they be? Brainstorm with your stand partner or someone near you and write your top three questions below.

1. Were you sure to give melodies/interesting parts to all string players?
2. Is there a certain genre or artist that inspires you?
3. Do you think you can appeal to an entire grade with your piece, with our differing tastes? How do you plan to use variety?

Sean O'Loughlin Questions

If you could ask Sean O'Loughlin any questions right now about your piece, what would they be? Brainstorm with your stand partner or someone near you and write your top three questions below.

1. What style are you thinking for the piece?
2. What is your favorite style for orchestra music?
3. How many pieces have you composed in total?

Sean O'Loughlin Questions

If you could ask Sean O'Loughlin any questions right now about your piece, what would they be? Brainstorm with your stand partner or someone near you and write your top three questions below.

1. Is it fast?
2. Is there accidentals?
3. What is the key/time signature?

SEAN O'LOUGHLIN

Skype Reflection

Name _____

Orchestra

A

B

1. Write a brief reflection on our skype session with Sean O'Loughlin. What was it like talking to him and hearing him discuss his personal composition process and his background?

it was good to know
that someone who really knew the
piece was there to help us

2. What did you learn about Incursion that you did not know before?

the beat how fast it was going
to go

3. What are your initial thoughts/reactions to Incursion? Are you excited to begin working on it?

I think it sounds really good with
all of the instruments. I'm really
going to work on it hard

4. What are you looking forward to most when Sean O'Loughlin comes to BMS on March 19th?

I am looking forward to getting better
at the song and then him helping us
know little tricks that will help us

REFLECTION

SEAN O'LOUGHLIN

Skype Reflection

Name _____

Orchestra

(A)

B

1. Write a brief reflection on our skype session with Sean O'Loughlin. What was it like talking to him and hearing him discuss his personal composition process and his background?

I thought it was interesting
how he wrote different things
for like movies and stuff like that

2. What did you learn about Incursion that you did not know before?

what incursion is on Men +
battle stuff

3. What are your initial thoughts/reactions to Incursion? Are you excited to begin working on it?

Yes with the strong melodies
and the rests and stuff like
that.

4. What are you looking forward to most when Sean O'Loughlin comes to BMS on March 19th?

getting to meeting him and him
contacting him on our stage or
place

Mystic Lair

SEAN O'LOUGHLIN

Misterioso ♩ = 60

Violin I *p*

Violin II *p*

Viola *p*

Cello *p*

Bass *p*

Piano (Ref. only) *p*

1 2 3 4 5

Violin I *mf*

Violin II *mf*

Viola *mf*

Cello *mf*

Bass *mf*

Piano (Ref. only) *mf*

pizz.

poco rit.

p

arco

p

arco

p

arco

p

6 7 8 9 10

Incursion

SEAN O'LOUGHLIN

Molto allegro ♩ = 144

COMPOSITION

Violin I

Violin II

Viola

Cello

Bass

Piano

Violin I

Violin II

Viola

Cello

Bass

Piano

Dark Dreams

Misterioso ♩ = 60
div., sul pont.

SEAN O'LOUGHLIN

Violin I: *p* div., sul pont. *mf* *p* *mf* *p* *mf*

Violin II: *p* *mf* *p* *mf* *p* *mf*

Viola: *pizz.* *p* *p*

Cello: *mp* *pizz.*

Bass: *mp*

Piano (Rehearsal only): *p*

Measures 1, 2, 3, 4, 5, 6

Violin I: *p* *mf* *p* ord. *p*

Violin II: *p* *mf* *p* ord. *p*

Viola: *p* arco *p*

Cello: *p* *pizz.*

Bass: *p*

Piano: *p*

Measures 7, 8, 9, 10, 11, 12



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*Kings Highway PTA
125 Post Road West
Westport, CT 06880*

Westport Board of Education
110 Myrtle Avenue
Westport, Connecticut 06880

May 21, 2018

Dear Members of the Board of Education:

The Kings Highway School PTA has been working all year to raise money to create an exciting new playground for our students, and for the many families in our community who enjoy our playground when school is not in session (particularly those whose children play there while their siblings are competing on the adjacent P.A.L. athletic fields).

Working with Saugatuck Elementary School, which also plans to install a new playground this summer, we were able to secure a significant discount from the playground vendor, Kompan, allowing us to create amazing playgrounds that we would not have otherwise been able to afford. Delivery and installation will also be streamlined for the town by coordination with one vendor.

As such, it is the pleasure of the Kings Highway PTA to gift \$96,500.10 to the Board of Education for the purchase, delivery and installation of a new playground at Kings Highway School.

Sincerely,

Jill Dillon and Sara Snow
KHS PTA Co-Presidents



Saugatuck Elementary School PTA
Seal Grant Committee
170 Riverside Avenue
Westport, Connecticut 06880

May 15, 2018

Westport Board of Education
110 Myrtle Avenue
Westport, Connecticut 06880

RE: PTA GIFT TO SAUGATUCK ELEMENTARY SCHOOL

To the Members of the Board of Education:

It is with great pleasure that we write to notify the BOE of the SES PTA Grant Committee's intent to make a gift of \$86,484.35 to Saugatuck Elementary School ("SES").

The SES PTA held a successful auction/ fundraiser in March and with these funds we wish to purchase new playground equipment. This would replace the playscape added in 2002 and uses state-of-the-art materials, has ADA components, and is designed to keep "kids of all ages and abilities occupied, excited and stimulated." Because we have partnered with Kings Highway School in selecting a company--Kompan--we will enjoy a substantial discount not possible if purchasing alone.

The attached color rendering approximates the exciting new equipment!

Please feel free to contact us for additional information.

Sincerely,

Jodi Harris, Seal Grant Committee
jodiharris.pta@gmail.com

Amie Peck, Seal Grant Committee
amiepta@gmail.com



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SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between the Board of Education of the Town of Westport ("BOE"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. Primary Audit Services. BOE is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (local voice, long distance voice, data, Internet, and wireless) to seek cost recovery, service elimination and cost reduction recommendations. Auditor will deliver the recommendations to BOE, implement recommendations that BOE elects for Auditor to implement, and deliver a complete telecommunications inventory to BOE.

While Auditor is performing its analysis, BOE will not make changes or perform internal cost reduction analysis with respect to provider accounts which BOE has included within the scope of Auditor's review.

2. Fees. BOE will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to BOE:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by BOE relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by BOE relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by BOE relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by BOE for any service, times (b) the average of BOE's last two (2) months usage levels measured in such units for the modified service).

3. Invoicing and Payment. Fees for Cost Recovery are due as a one-time payment within 10 days of verification that BOE has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

Nothing contained in this Agreement shall be construed so as to require any upfront cost to be paid from BOE to Auditor. The Auditor is only entitled to a fee or fees if its Audit recommendations are: (i) implemented by the BOE or Auditor at the BOE's discretion; and (ii) create Cost Recovery, Service Elimination Savings, or Cost Reduction Savings for the BOE.

4. Term. The term of this Agreement shall commence on the Effective Date and shall continue until such time as Auditor completes the Services and/or at such time when BOE determines to terminate Auditor's Services, whichever occurs first.

The expiration or termination of this Agreement for any reason does not terminate the rights and obligations of the parties under Section 5 which shall survive any expiration or termination. The expiration or termination of this Agreement for any reason also does not terminate the obligations of BOE under Sections 2 and 3 of this Agreement to pay Auditor fees if BOE elects to implement any of the recommendations made by Auditor within twelve (12) months of Auditor delivering the recommendation to Company (even if BOE implements such recommendations on their own).

5. Miscellaneous. This agreement is governed by the laws of the State of Connecticut, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. BOE agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. AUDITOR SHALL NOT BE LIABLE TO THE BOE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY BOE TO AUDITOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY

Board of Education of the Town of Westport

Signature: _____

Print Name: _____

Date: _____

AUDITOR

The SpyGlass Group, LLC

Signature: _____

Print Name: Edward M. DeAngelo

Date: _____

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Personnel – Certified/Non-Certified

Employment Checks

As set forth below, each applicant for a position with the district shall be asked whether he/she has ever been convicted of a crime, whether there are any criminal charges pending against him/her and whether the applicant is included on the Abuse and Neglect Registry of the Connecticut Department of Children and Families (“DCF”) (the “Registry”). If the applicant’s current or most recent employment occurred out of state, the applicant will also be asked whether he/she is included on an equivalent database and/or abuse/neglect registry maintained in that other state. Applicants shall not be required to disclose any arrest, criminal charge or conviction that has been erased.

In addition, the district shall conduct an employment history check for each applicant for a position, as set forth below.

For the purposes of this policy:

“Sexual misconduct means” any verbal, nonverbal, written, or electronic communication, or any other act directed toward or with a student that is designed to establish a sexual relationship with the student, including a sexual invitation, dating or soliciting a date, engaging in sexual dialog, making sexually suggestive comments, self-disclosure or physical exposure of a sexual or erotic nature, and any other sexual, indecent, or erotic contact with a student.

“Abuse or neglect” means abuse or neglect as described in Conn. Gen. Stat. § 46b-120, and includes any violation of Conn. Gen. Stat. §§ 53a-70 (sexual assault in the first degree), 53a-70a (aggravated sexual assault in the first degree), 53a-71 (sexual assault in the second degree), 53a-72a (sexual assault in the third degree), 53a-72b (sexual assault in the third degree with a firearm), or 53a-73a (sexual assault in the fourth degree).

“Former employer” means any person, firm, business, educational institution, nonprofit agency, corporation, limited liability company, the state, any political subdivision of the state, any governmental agency, or any other entity that such applicant was employed by during any of the previous twenty years prior to applying for a position with a local or regional board of education.

I. Employment History Check Procedures

A. The district shall not offer employment to an applicant for a position, including any position that is contracted for, if such applicant would have direct student contact, prior to the district:

1. Requiring the applicant:

a. to list the name, address, and telephone number of each current employer or former employer (please note the definition of “former employer” employer above, including the applicable twenty year reporting period) during any of the previous twenty years), if:

- (i) such current or former employer is/was a local or regional board of education, council of a state or local charter school, interdistrict magnet school operator, or a supervisory agent of a nonpublic school, and/or
- (ii) the applicant's employment with such current or former employer caused the applicant to have contact with children.

b. to submit a written authorization that

- (i) consents to and authorizes disclosure by the employers listed under paragraph I.A.1.a of this policy of the information requested under paragraph I.A.2 of this policy and the release of related records by such employers,
- (ii) consents to and authorizes disclosure by the Department of Education of the information requested under paragraph I.A.3 of this policy and the release of related records by the department, and
- (iii) releases those employers and the Department of Education from liability that may arise from such disclosure or release of records pursuant to paragraphs I.A.2 or I.A.3 of this policy; and

c. to submit a written statement of whether the applicant

- (i) has been the subject of an abuse or neglect or sexual misconduct investigation by any employer, state agency or municipal police department, unless the investigation resulted in a finding that all allegations were unsubstantiated,
- (ii) has ever been disciplined or asked to resign from employment or resigned from or otherwise separated from any employment while an allegation of abuse or neglect was pending or under investigation by DCF, or an allegation of sexual misconduct was pending or under investigation or due to an allegation substantiated pursuant to Conn. Gen. Stat. § 17a-101g or abuse or neglect, or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct, or
- (iii) has ever had a professional or occupational license or certificate suspended or revoked or has ever surrendered such a license or certificate while an allegation of abuse or neglect was pending or under investigation by DCF or an investigation of sexual misconduct was pending or under investigation, or due to an allegation substantiated by DCF of abuse or neglect or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct;

2. Conducting a review of the employment history of the applicant by contacting those

employers listed by the applicant under paragraph I.A.1.a of this policy. Such review shall be conducted using a form developed by the Department of Education, which shall request the following:

a. the employment dates of the applicant, and

b. a statement as to whether the employer has knowledge that the applicant:

(i) was the subject of an allegation of abuse or neglect or sexual misconduct for which there is an investigation pending with any employer, state agency, or municipal police department or which has been substantiated;

(ii) was disciplined or asked to resign from employment or resigned from or otherwise separated from any employment while an allegation of abuse or neglect or sexual misconduct was pending or under investigation, or due to a substantiation of abuse or neglect or sexual misconduct; or

(iii) has ever had a professional or occupational license, certificate, authorization or permit suspended or revoked or has ever surrendered such a license, certificate, authorization or permit while an allegation of abuse or neglect or sexual misconduct was pending or under investigation, or due to a substantiation of abuse or neglect or sexual misconduct. Such review may be conducted telephonically or through written communication. Notwithstanding the provisions of subsection (f) of Conn. Gen. Stat. § 31-51i, not later than five (5) business days after the district receives a request for such information about an employee or former employee, the district shall respond with such information. The district may request more information concerning any response made by a current or former employer for information about an applicant, and, notwithstanding subsection (f), such employer shall respond not later than five (5) business days after receiving such request.

3. Requesting information from the Department of Education concerning:

a. the eligibility status for employment of any applicant for a position requiring a certificate, authorization or permit,

b. whether the Department of Education has knowledge that a finding has been substantiated by DCF pursuant to Conn. Gen. Stat. § 17a-101g of abuse or neglect or of sexual misconduct against the applicant and any information concerning such a finding, and

c. whether the Department of Education has received notification that the applicant has been convicted of a crime or of criminal charges pending against the applicant and any information concerning such charges.

- B. Notwithstanding the provisions of subsection (f) of Conn. Gen. Stat. § 31-51i, if the district receives information that an applicant for a position with or an employee of the board has been disciplined for a finding of abuse or neglect or sexual misconduct, it shall notify the Department of Education of such information.
- C. The district shall not employ an applicant for a position involving direct student contact who does not comply with the provisions of paragraph I.A.1 of this policy.
- D. The district may employ or contract with an applicant on a temporary basis for a period not to exceed ninety (90) calendar days, pending the district's review of information received under this section, provided:
1. The applicant complied with paragraph I.A.1 of this policy;
 2. The district has no knowledge of information pertaining to the applicant that would disqualify the applicant from employment with the district; and
 3. The applicant affirms that the applicant is not disqualified from employment with the district.
- E. The district shall not enter into a collective bargaining agreement, an employment contract, an agreement for resignation or termination, a severance agreement, or any other contract or agreement or take any action that:
1. Has the effect of suppressing information relating to an investigation of a report of suspected abuse or neglect or sexual misconduct by a current or former employee;
 2. Affects the ability of the district to report suspected abuse or neglect or sexual misconduct to appropriate authorities; or
 3. Requires the district to expunge information about an allegation or a finding of suspected abuse or neglect or sexual misconduct from any documents maintained by the district, unless, after investigation, such allegation is dismissed or found to be false.
- F. The district shall not offer employment to a person as a substitute teacher, unless such person and the district comply with the provisions of paragraph I.A.1 of this policy. The district shall determine which such persons are employable as substitute teachers and maintain a list of such persons. The district shall not hire any person as a substitute teacher who is not on such list. Such person shall remain on such list as long as such person is continuously employed by the district as a substitute teacher as described in paragraph III.B.2 of this policy, provided the district does not have any knowledge of a reason that such person should be removed from such list.
- G. In the case of an applicant who is a contractor, the contractor shall require any employee with such contractor who would be in a position involving direct student contact to supply to such contractor all the information required of an applicant under paragraphs I.A.1.a and I.A.1.c of

this policy and a written authorization under paragraph I.A.1.b of this policy. Such contractor shall contact any current or former employer (please note the definition of “former employer” employer above, including the applicable twenty year reporting period) of such employee that was a local or regional board of education, council of a state or local charter school, interdistrict magnet school operator, or a supervisory agent of a nonpublic school, or if the employee’s employment with such current or former employer caused the employee to have contact with children, and request, either telephonically or through written communication, any information concerning whether there was a finding of abuse or neglect or sexual misconduct against such employee. Notwithstanding the provisions of subsection (f) of Conn. Gen. Stat. § 31-51i, such employer shall report to the contractor any such finding, either telephonically or through written communication. If the contractor receives any information indicating such a finding or otherwise receives any information indicating such a finding or otherwise has knowledge of such a finding, the contractor shall, notwithstanding the provisions of subsection (f) of Conn. Gen. Stat. § 31-51i, immediately forward such information to the district, either telephonically or through written communication. If the district receives such information, it shall determine whether such employee may work in a position involving direct student contact at any school in the district. No determination by the district that any such employee shall not work under any such contract in any such position shall constitute a breach of such contract.

H. Any applicant who knowingly provides false information or knowingly fails to disclose information required in subdivision (1) of subsection (A) of this section shall be subject to discipline by the district that may include

1. denial of employment, or
2. termination of the contract of a certified employee, in accordance with the provisions of Conn. Gen. Stat. § 10-151.

I. If the district provides information in accordance with paragraph I.A.2 or I.G of this policy, the district shall be immune from criminal and civil liability, provided the district did not knowingly supply false information.

J. Notwithstanding the provisions of Conn. Gen. Stat. § 10-151c and subsection (f) of Conn. Gen. Stat. § 31-51i, the district shall provide, upon request by another local or regional board of education, governing council of a state or local charter school, interdistrict magnet school operator, or supervisory agent of a nonpublic school for the purposes of an inquiry pursuant to paragraphs I.A.2 or I.G of this policy or to the Commissioner of Education pursuant to paragraph I.B of this policy any information that the district has concerning a finding of abuse or neglect or sexual misconduct by a subject of any such inquiry.

K. Prior to offering employment to an applicant, the district shall make a documented good faith effort to contact each current and any former employer (please note the definition of “former employer” employer above, including the applicable twenty year reporting period) of the applicant that was a local or regional board of education, governing council of a state or local charter school, interdistrict magnet school operator, or supervisory agent of a nonpublic school, or if the applicant’s employment with such current or former employer caused the applicant to

have contact with children in order to obtain information and recommendations that may be relevant to the applicant's fitness for employment. Such effort, however, shall not be construed to require more than three telephonic requests made on three separate days.

L. The district shall not offer employment to any applicant who had any previous employment contract terminated by a local or regional board of education, council of a state or local charter school, interdistrict magnet school operator, or a supervisory agent of a nonpublic school, or who resigned from such employment, if the person has been convicted of a violation of Conn. Gen. Stat. § 17a-101a, when an allegation of abuse or neglect or sexual assault has been substantiated.

II. DCF Registry Checks

Prior to hiring any person for a position with the district, the district shall require such applicant to submit to a records check of information maintained on the Registry concerning the applicant.

For any applicant whose current or most recent employment occurred out of state, the district shall request that the applicant provide the district with authorization to access information maintained concerning the applicant by the equivalent state agency in the state of most recent employment, if such state maintains information about abuse and neglect and has a procedure by which such information can be obtained. Refusal to permit the district to access such information shall be considered grounds for rejecting any applicant for employment.

The district shall request information from the Registry or its out of state equivalent promptly, and in any case no later than thirty (30) calendar days from the date of employment. Registry checks will be processed according to the following procedure:

- A. No later than ten (10) calendar days after the Superintendent or his/her designee has notified a job applicant of a decision to offer employment to the applicant, or as soon thereafter as practicable, the Superintendent or designee will either obtain the information from the Registry or, if the applicant's consent is required to access the information, will supply the applicant with the release form utilized by DCF, or its out of state equivalent when available, for obtaining information from the Registry.
- B. If consent is required to access the Registry, no later than ten (10) calendar days after the Superintendent or his/her designee has provided the successful job applicant with the form, the applicant must submit the signed form to DCF or its out of state equivalent, with a copy to the Superintendent or his/her designee. Failure of the applicant to submit the signed form to DCF or its out of state equivalent within such ten-day period, without good cause, will be grounds for the withdrawal of the offer of employment.
- C. Upon receipt of Registry or out-of-state registry information indicating previously undisclosed information concerning abuse or neglect investigations concerning the successful job applicant/employee, the Superintendent or his/her designee will notify the affected applicant/employee in writing of the results of the Registry check and will provide an opportunity for the affected applicant/employee to respond to the results of the Registry check.

D. If notification is received by the Superintendent or designee that that the applicant is listed as a perpetrator of abuse or neglect on the Registry, the Superintendent or designee shall provide the applicant with an opportunity to be heard regarding the results of the Registry check. If warranted by the results of the Registry check and any additional information provided by the applicant, the Superintendent or designee shall revoke the offer of employment and/or terminate the applicant's employment if he or she has already commenced working for the district.

III. Criminal Records Check Procedure

A. Each person hired by the district shall be required to submit to state and national criminal record checks within thirty (30) calendar days from the date of employment. Each person otherwise placed within a school under any public assistance employment program, employed by a provider of supplemental services pursuant to federal law or in a nonpaid, noncertified position completing preparation requirements for the issuance of an educator certificate, who performs a service involving direct student contact shall also be required to submit to state and national criminal record checks within thirty (30) calendar days from the date such worker begins to perform such service. Record checks will be processed according to the following procedure:*

1. No later than five (5) calendar days after the Superintendent or his/her designee has notified a job applicant of a decision to hire the applicant, or as soon thereafter as practicable, the Superintendent or his/her designee will provide the applicant with a packet containing all documents and materials necessary for the applicant to be fingerprinted by the Westport Police Department or another police department in the State of Connecticut. This packet shall also contain all documents and materials necessary for the police department to submit the completed fingerprints to the State Police Bureau of Identification for the processing of state and national criminal record checks. The Superintendent or his/her designee will also provide each applicant with the following notifications before the applicant obtains his/her fingerprints: (1) Agency Privacy Requirements for Noncriminal Justice Applicants; (2) Noncriminal Justice Applicant's Privacy Rights; (3) and the Federal Bureau of Investigation, United States Department of Justice Privacy Act Statement, all contained in the appendix to this policy.
2. No later than ten (10) calendar days after the Superintendent or his/her designee has provided the successful job applicant with the fingerprinting packet, the applicant must arrange to be fingerprinted by the Westport Police Department. Failure of the applicant to have his/her fingerprints taken within such ten-day period, without good cause, will be grounds for the withdrawal of the offer of employment.
3. Any person for whom criminal records checks are required to be performed pursuant to this policy must pay all fees and costs associated with the fingerprinting process and/or the submission or processing of the requests for criminal record checks.
4. Upon receipt of a criminal record check indicating a previously undisclosed conviction, the Superintendent or his/her designee will notify the affected applicant/employee in writing of the results of the record check and will provide an opportunity for the affected applicant/employee to respond to the results of the criminal record check. The affected

applicant/employee may notify the Superintendent or his/her designee in writing within five (5) calendar days that the affected/employee will challenge his/her criminal history record check. Upon written notification to the Superintendent or his/her designee of such a challenge, the affected applicant/employee shall have ten (10) calendar days to provide the Superintendent or his/her designee with necessary documentation regarding the affected applicant/employee's record challenge. The Superintendent or his/her designee may grant an extension to the preceding ten-day period during which the affected applicant/employee may provide such documentation for good cause shown.

5. Decisions regarding the effect of a conviction upon an applicant/employee, whether disclosed or undisclosed by the applicant/employee, will be made on a case-by-case basis. Notwithstanding the foregoing, the falsification or omission of any information on a job application or in a job interview, including but not limited to information concerning criminal convictions or pending criminal charges, shall be grounds for disqualification from consideration for employment or discharge from employment.
6. Notwithstanding anything in paragraph III.A.5 of this Policy, above, no decision to deny employment or withdraw an offer of employment on the basis of an applicant/employee's criminal history record shall be made without affording the applicant/employee the opportunities set forth in paragraph III.A.4 of this Policy, above.

B. Criminal Records Check for Substitute Teachers:

A substitute teacher who is hired by the district must submit to state and national criminal history record checks according to the procedures outlined above, subject to the following:

1. If the state and national criminal history record checks for a substitute teacher have been completed within one year prior to the date the district hired the substitute teacher, and if the substitute teacher arranged for such prior criminal history record checks to be forwarded to the Superintendent, then the substitute teacher will not be required to submit to another criminal history record check at the time of such hire.
2. If a substitute teacher submitted to state and national criminal history record checks upon being hired by the district, then the substitute teacher will not be required to submit to another criminal history record check so long as the substitute teacher is continuously employed by the district, that is, employed for at least one day of each school year, by the district, provided a substitute teacher is subjected to such checks at least once every five years.

IV. Sex Offender Registry Checks

School district personnel shall cross-reference the Connecticut Department of Public Safety's sexual offender registry prior to hiring any new employee. Registration as a sexual offender constitutes grounds for denial of employment opportunities.

V. Credit Checks

The district may also ask a prospective employee for a credit report for employment for certain district positions, where the district's receipt of a credit report is substantially related to the employee's potential job. Substantially related is defined to mean "the information contained in the credit report is related to the position for which the employee or prospective employee who is the subject of the report is being evaluated." Prior to asking for a credit report, the district will determine whether the position falls within one of the categories as described in this paragraph. The position must: (1) be a managerial position which involves setting the direction or control of the district; (2) involve access to employees' personal or financial information; (3) involve a fiduciary responsibility to the district, including, but not limited to, the authority to issue payments, collect debts, transfer money or enter into contracts; (4) provide an expense account or district debit or credit card; or (5) involve access to the district's nonfinancial assets valued at two thousand five dollars or more.

When a credit report will be requested as part of the employment process, the district will provide written notification to prospective employee regarding the use of credit checks. That notification must be provided in a document separate from the employment application. The notification must state that the district may use the information in the consumer credit report to make decisions related to the individual's employment.

The district will obtain consent before performing the credit or other background checks. If the district intends to take an action adverse to a potential employee based on the results of a credit report, the district must provide the prospective employee with a copy of the report on which the district relied in making the adverse decision, as well as a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act," which should be provided by the company that provides the results of the credit check. The district will notify the prospective employee either orally, in writing or via electronic means that the adverse action was taken based on the information in the consumer report. That notice must include the name, address and phone number of the consumer reporting company that supplied the credit report; a statement that the company that supplied the report did not make the decision to take the unfavorable action and cannot provide specific reasons for the district's actions; 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 sixty (60) calendar days.

VI. Notice of Conviction

If, at any time, the Board of Education receives notice of a conviction of a crime by (1) a person holding a certificate, authorization or permit issued by the State Board of Education, or (2) a person employed by a provider of supplemental services, the Board shall send such notice to the State Board of Education.

VII. School Nurses

School nurses or nurse practitioners appointed by, or under contract with, the Board of Education shall also be required to submit to a criminal history records check in accordance with the procedures outlined above.

VIII. Personal Online Accounts

For purposes of these Administrative Regulations, "personal online account" means any online account that is used by an employee or applicant exclusively for personal purposes and unrelated to any business purpose of the Board, including, but not limited to, electronic mail, social media and retail-based

Internet web sites. "Personal online account" does not include any account created, maintained, used or accessed by an employee or applicant for a business purpose of the Board.

A. During the course of an employment check, the Board may not:

1. request or require that an applicant provide the Board with a user name and password, password or any other authentication means for accessing a personal online account;
2. request or require that an applicant authenticate or access a personal online account in the presence of the Board; or
3. require that an applicant invite a supervisor employed by the Board or accept an invitation from a supervisor employed by the Board to join a group affiliated with any personal online account of the applicant.

B. The Board may request or require that an applicant provide the Board with a user name and password, password or any other authentication means for accessing:

1. any account or service provided by Board or by virtue of the applicant's employment relationship with the Board or that the applicant uses for the Board's business purposes, or
2. any electronic communications device supplied or paid for, in whole or in part, by the Board.

C. In accordance with applicable law, the Board maintains the right to require an applicant to allow the Board to access his or her personal online account, without disclosing the user name and password, password or other authentication means for accessing such personal online account, for the purpose of:

1. conducting an investigation for the purpose of ensuring compliance with applicable state or federal laws, regulatory requirements or prohibitions against work-related employee misconduct based on the receipt of specific information about activity on an applicant's personal online account; or
2. conducting an investigation based on the receipt of specific information about an applicant's unauthorized transfer of the Board's proprietary information, confidential information or financial data to or from a personal online account operated by an applicant or other source.

IX. Policy Inapplicable to Students Employed by the School District

A. This policy shall also not apply to a student employed by the local or regional school district in which the student attends school.

X. Falsification of Records.

Notwithstanding any other provisions of this policy, the falsification or omission of any information on a job application or in a job interview, including but not limited to information concerning abuse or neglect investigations or pending criminal applications, shall be grounds for disqualification from consideration for employment or discharge from employment.

Legal References: Conn. Gen. Stat. § 10-212

Conn. Gen. Stat. § 10-221d

Conn. Gen. Stat. § 10-222c

Conn. Gen. Stat. § 31-40x

Conn. Gen. Stat. § 31-51i

Conn. Gen. Stat. § 31-51tt

Public Act 17-68, “An Act Concerning Various Revisions and Additions to the Education Statutes.”

Public Act 17-220, “An Act Concerning Education Mandate Relief.”

Elementary and Secondary Education Act, reauthorized as the Every Student Succeeds Act, Pub. L. 114-95, codified at 20 U.S.C. § 1001 *et seq.*

Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

ADOPTED: _____

WESTPORT PUBLIC SCHOOLS
Westport, Connecticut

Agency Privacy Requirements for Noncriminal Justice Applicants

Authorized governmental and non-governmental agencies/officials that conduct a national fingerprint-based criminal history record check on an applicant for a noncriminal justice purpose (such as a job or license, immigration or naturalization matter, security clearance, or adoption) are obligated to ensure the applicant is provided certain notice and other information and that the results of the check are handled in a manner that protects the applicant's privacy.

- Officials must provide to the applicant written notice¹ that his/her fingerprints will be used to check the criminal history records of the FBI.
- Officials using the FBI criminal history record (if one exists) to make a determination of the applicant's suitability for the job, license, or other benefit must provide the applicant the opportunity to complete or challenge the accuracy of the information in the record.
- Officials must advise the applicant that procedures for obtaining a change, correction, or updating of an FBI criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- Officials should not deny the job, license, or other benefit based on information in the criminal history record until the applicant has been afforded a reasonable time to correct or complete the record or has declined to do so.
- Officials must use the criminal history record solely for the purpose requested and cannot disseminate the record outside the receiving department, related agency, or other authorized entity.²

The FBI has no objection to officials providing a copy of the applicant's FBI criminal history record to the applicant for review and possible challenge when the record was obtained based on positive fingerprint identification. If agency policy permits, this courtesy will save the applicant the time and additional FBI fee to obtain his/her record directly from the FBI by following the procedures found at 28 CFR 16.30 through 16.34. It will also allow the officials to make a more timely determination of the applicant's suitability.

Each agency should establish and document the process/procedures it utilizes for how/when it gives the applicant notice, what constitutes "a reasonable time" for the applicant to correct or complete the record, and any applicant appeal process that is afforded the applicant. Such documentation will assist State and/or FBI auditors during periodic compliance reviews on use of criminal history records for noncriminal justice purposes.

If you need additional information or assistance, contact:

<p><u>Connecticut Records:</u> <u>Department of Emergency Services and Public Protection</u> <u>State Police Bureau of Identification (SPBI)</u> <u>1111 Country Club Road</u> <u>Middletown, CT 06457</u> <u>860-685-8480</u></p>	<p><u>Out-of-State Records:</u> <u>Agency of Record</u> <u>OR</u> <u>FBI CJIS Division-Summary Request</u> <u>1000 Custer Hollow Road</u> <u>Clarksburg, West Virginia 26306</u></p>
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¹ Written notification includes electronic notification, but excludes oral notification.

² See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 42 U.S.C. 14616, Article IV(c); 28 CFR 20.21(c), 20.33(d), 50.12(b) and 906.2(d).

Noncriminal Justice Applicant's Privacy Rights

As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for a job or license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification³ by Westport Public Schools that your fingerprints will be used to check the criminal history records of the FBI.
- If you have a criminal history record, the officials making a determination of your suitability for the job, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or updating of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the job, license, or other benefit based on information in the criminal history record.⁴
- You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.⁵
- If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <http://www.fbi.gov/about-us/cjis/background-checks>.
- If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI at the same address as provided above. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)

³ Written notification includes electronic notification, but excludes oral notification.

⁴ See 28 CFR 50.12(b).

⁵ See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 42 U.S.C. 14616, Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d).

- [If you need additional information or assistance, please contact:](#)

[**Connecticut Records:**](#)
[**Department of Emergency Services and Public**](#)
[**Protection**](#)
[**State Police Bureau of Identification \(SPBI\)**](#)
[**1111 Country Club Road**](#)
[**Middletown, CT 06457**](#)
[**860-685-8480**](#)

[**Out-of-State Records:**](#)
[**Agency of Record**](#)
[**OR**](#)
[**FBI CJIS Division-Summary Request**](#)
[**1000 Custer Hollow Road**](#)
[**Clarksburg, West Virginia 26306**](#)

Federal Bureau of Investigation
United States Department of Justice
Privacy Act Statement

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Social Security Account Number (SSAN). Your SSAN is needed to keep records accurate because other people may have the same name and birth date. Pursuant to the Federal Privacy Act of 1974 (5 USC 552a), the requesting agency is responsible for informing you whether disclosure is mandatory or voluntary, by what statutory or other authority your SSAN is solicited, and what uses will be made of it. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

Additional Information: The requesting agency and/or the agency conducting the application-investigation will provide you additional information pertinent to the specific circumstances of this

application, which may include identification of other authorities, purposes, uses, and consequences of not providing requested information. In addition, any such agency in the Federal Executive Branch has also published notice in the Federal Register describing any systems(s) of records in which that agency may also maintain your records, including the authorities, purposes, and routine uses for the system(s).