

1613 DISCLOSURE AND REVIEW OF APPLICANT'S EMPLOYMENT HISTORY

A school district, charter school, nonpublic school, or contracted service provider holding a contract with a school district, charter school, or nonpublic school (hiring entity) shall not employ for pay or contract for the paid services of any person serving in a position which involves regular contact with students unless the hiring entity complies with the requirements of N.J.S.A. 18A:6-7.6 et seq. and as outlined in Policy and Regulation 1613.

An applicant the hiring entity seeks to offer employment to and will fill a position which involves regular contact with students shall be required to provide their employment history pursuant to N.J.S.A. 18A:6-7.7.a.(1). The applicant shall also provide written authorization that consents to and authorizes the disclosure of information regarding the applicant's employment history and the release of related records by the applicant's current or former employer(s) regarding child abuse and/or sexual misconduct pursuant to N.J.S.A. 18A:6-7.7.a.(2). The applicant shall also provide a written statement as to whether the applicant has any employment history regarding child abuse or sexual misconduct pursuant to N.J.S.A. 18A:6-7.7.a.(3).

A hiring entity shall review an applicant's employment history as required in N.J.S.A. 18A:6-7.7.b. and if the hiring entity determines to continue the applicant's employment application process, the hiring entity shall contact those employers listed by the applicant and request confirmation of the information provided by the applicant pursuant to N.J.S.A. 18A:6-7.7.a.

Upon the hiring entity receiving and reviewing the information disclosed by the applicant's current and/or former employer(s), and finding an affirmative response to any of the inquiries required in N.J.S.A. 18A:7.7.b.(2), and if the hiring entity determines to continue with the applicant's job application process, the hiring entity shall make further inquiries of the applicant's current or former employer(s) to ascertain additional details regarding the information disclosed.

The failure of an employer to provide the information requested by the hiring entity pursuant to N.J.S.A. 18A:6-7.7.b. within a twenty-day timeframe may be grounds for the automatic disqualification of an applicant from employment with a hiring entity in accordance with N.J.S.A. 18A:6-7.9.c.

In accordance with the provisions of N.J.S.A. 18A:6-7.9.c., a hiring entity shall not be liable for any claims brought by an applicant who is not offered employment or whose employment is terminated because of any information received or due to the inability to conduct a full review of the applicant's employment history pursuant to N.J.S.A. 18A:6-7.7.



Disclosure and Review of Applicant's Employment History

In accordance with the provisions of N.J.S.A. 18A:6-7.9.d., a hiring entity shall have the right to immediately terminate an individual's employment or rescind an offer of employment if the applicant is offered employment or commences employment following June 1, 2018 and information regarding the applicant's history of sexual misconduct or child abuse is subsequently discovered or obtained by the employer that the employer determines disqualifies the applicant or employee from employment under N.J.S.A. 18A:6-7.6 et seq. The termination of employment pursuant to N.J.S.A. 18A:6-7.9 shall not be subject to any grievance or appeals procedures or tenure proceedings pursuant to any collectively bargained or negotiated agreement or any law, rule, or regulation.

A hiring entity may employ or contract with an applicant on a provisional basis for a period not to exceed ninety days pending review of information received pursuant to N.J.S.A. 18A:6-7.7.b. provided the conditions outlined in N.J.S.A. 18A:6-7.10.b. are satisfied.

All requests for information sent to this school district, charter school, or nonpublic school from a hiring entity regarding a current or former employee in accordance N.J.S.A. 18A:6-7.6 et seq. shall be directed to the Superintendent or designee. The Superintendent or designee shall review the request for information and confirm the applicant's employment relationship and ensure the written authorization is in compliance with N.J.S.A. 18A:6-7.7.a.(2) prior to the release of information requested and the release of related records in accordance with N.J.S.A. 18A:6-7.6 et seq.

On or after June 1, 2018, a hiring entity may not enter into a collectively bargained or negotiated agreement, an employment contract, an agreement for resignation or termination, a severance agreement, or any other contract or agreement or take any action that is prohibited as outlined in N.J.S.A. 18A:6-7.12. Any provision of an employment contract or agreement for resignation or termination or a severance agreement that is executed, amended, or entered into after June 1, 2018 and that is contrary to N.J.S.A. 18A:6-7.6 et seq. shall be void and unenforceable.

Pursuant to N.J.S.A. 18A:6-7.11, information received by a school district, charter school, or nonpublic school under Policy and Regulation 1613 and N.J.S.A. 18A:6-7.6 et seq. shall not be deemed a public record under N.J.S.A. 47:1A-1 et seq. or the common law concerning access to public records. A school district, charter school, or nonpublic school that provides information or records about a current or former employee or applicant shall be immune from criminal and civil liability for the disclosure of the information, unless the information or records provided were knowingly false.

N.J.S.A. 18A:6-7.6; 18A:6-7.7; 18A:6-7.8; 18A:6-7.9;

18A:6-7.10; 18A:6-7.11; 18A:6-7.12; 18A:6-7.13

New Jersey Department of Education Guidance and Resources to Assist with
Pre-Employment Requirements of P.L. 2018, c.5. - June 25, 2018

Adopted: September 17, 2018





**WASHINGTON
TOWNSHIP**
SCHOOL DISTRICT

**Washington Township School District
Sexual Misconduct / Abuse Disclosure Release
Under PL 2018 Chapter 5**

(Hiring school entity or independent contractor submits this form to ALL current employer(s) and to former employer(s) that were school entities and/or where the applicant had direct contact with children.)

To:

| | |
|--|---|
| Name of Current or Former Employer: | <input type="checkbox"/> No applicable employment |
| Street Address: | |
| City, State, Zip: | |
| Telephone: | |

The named applicant is under consideration for a position with our entity. The State of New Jersey has determined that additional safeguards are necessary in the hiring of school employees to ensure the safety of New Jersey's students. The individual whose name appears below has report previous employment with your entity. We request you provide the information requested in SECTION 2 of this form with **twenty (20) business days** as required by PL 2018, Chapter 5.

SECTION 1: APPLICANT CERTIFICATION AND RELEASE (TO BE COMPLETED BY THE APPLICATN EVEN IF THE APPLICANT HAS NO CURRENT OR PRIOR EMPLOYMENT TO DISCLOSE).

| |
|--|
| Applicant's Name (First, Middle, Last): |
| Any former names by which the Applicant has been identified: |
| Date of Birth: |
| Last 4 Digits of Social Security Number: |
| Approximate dates of employment with the entity listed above: |
| Positions: |

Have you (Applicant) ever:

- Yes ___ No ___ Been the subject of an abuse or sexual misconduct investigation by any employer, state licensing agency, law enforcement agency or child protective services agency (unless the investigation resulted in a finding that the allegations were false)?
- Yes ___ No ___ Been disciplined, discharged, non-renewed, asked to resign from employment, resigned from or otherwise separated from employment while allegations of abuse or sexual misconduct were pending or under investigation or due to adjudication or findings of abuse or sexual misconduct?
- Yes ___ No ___ Had a license, professional license or certificate suspended, surrendered or revoked while allegations of abuse or sexual misconduct were pending or under investigation or due to an adjudication or findings of abuse or sexual misconduct?

By signing this form, I certify under penalty of law that the statements made in this form are true, correct and complete. I understand that false statements herein, including, without limitation, any willful failure to disclose the information required, shall subject me to criminal prosecution (relating to unsworn falsification to authorities) and to discipline up to, and including termination or denial of employment, and may subject me to civil penalties and disciplinary action under the Educator Discipline Act. I also, hereby authorize the above-named employer to release to the entity listed on page 3, the information requested in SECTION 2 of this form and any related records. I hereby release, waive, and discharge the above-named employer from any and all liability of any kind that may arise from such disclosure or release of records.

Signature of Applicant

Date

SECTION 2: CURRENT/FORMER EMPLOYER VERIFICATION (TO BE COMPLETED BY THE APPLICANT'S CURRENT EMPLOYER(S) AND ALL FORMER EMPLOYERS THAT WERE SCHOOL ENTITIES AND/OR WHERE THE APPLICANT HAD DIRECT CONTACT WITH CHILDREN).

Employing Entity receipt date: _____

Received by: _____
Contact Phone #: _____

Dates of employment of Applicant: _____

To the best of your knowledge, has the Applicant ever:

- Yes ____ No ____ Been the subject of an abuse or sexual misconduct investigation by any employer, state licensing agency, law enforcement agency or child protective services agency (unless the investigation resulted in a finding that the allegations were false)?
- Yes ____ No ____ Been disciplined, discharged, non-renewed, asked to resign from employment, resigned from or otherwise separated from employment while allegations of abuse or sexual misconduct were pending or under investigation or due to adjudication or findings of abuse or sexual misconduct?
- Yes ____ No ____ Had a license, professional license or certificate suspended, surrendered or revoked while allegations of abuse or sexual misconduct were pending or under investigation or due to an adjudication or findings of abuse or sexual misconduct?

Former Employer Representative Signature and Title

Date

Pursuant to PL 2018 Chapter 5 an employer, school entity, administrator, and/or independent contractor that provides information or records about a current or former employee or applicant shall be immune from criminal liability and civil liability for the disclosure of the information, unless the information or records provided were knowingly false. Such immunity shall be in addition to and not in limitation of any other immunity provided by law or any absolute or conditional privileges applicable to such disclosure by the virtue of the circumstances of the applicant's consent thereto. Under PL 2018 Chapter 5 the willful failure to respond to or provide the information and records as requested may result in civil penalties and /or professional discipline, where applicable.

Return all completed information to:

Washington Township School District
1 East Front Street
Washington, NJ 07882

Attention:
Maureen Miller
mmiller@washtwpsd.org
908-689-1119 x 1606

Washington Township School District
Sexual Misconduct / Abuse Disclosure Release
Under PL 2018 Chapter 5

Instructions

This standard form has been developed under the direction of the New Jersey Department of Education, pursuant to PL 2018 Chapter 5, to be used by school entities and independent contractors of school entities and by applicants who would be employed by or in a school entity in a position involving direct contact with children to satisfy the law's requirement of providing information related to abuse or sexual misconduct. **A school entity or independent contractor may not hire an applicant who does not provide the required information for a position involving direct contact with children.**

Relevant Definitions:

Direct Contact with Children is defined as: "the possibility of care, supervision, guidance or control of children or routine interaction with children."

Sexual Misconduct is defined as: "any act, including, but not limited to, any verbal, nonverbal, written or electronic communication or physical activity, directed toward or with a child or a student regardless of the age of the child or student that is designated to establish a romantic or sexual relationship with the child or student. Such acts include but are not limited to: (1) sexual or romantic invitation; (2) dating or soliciting dates; (3) engaging in sexualize or romantic dialogue; (4) making sexually suggestive comments; (5) self-disclosure or physical exposure of sexual, romantic or erotic nature; or (6) any sexual, indecent, romantic or erotic contact with the child or student.

Abuse is defined as "conduct that fall under the purview and reporting requirements of the DCP&P, is directed toward or against a child or a student, regardless of the age of the child or student.

Please Note:

A prospective employer that receives any requested information regarding an applicant may use the information for the purpose of evaluation the applicant's fitness to be hired or the continued employment and shall report the information as appropriate to the Department of Education, a state licensing agency, law enforcement agency, child protective services agency another school entity or to a prospective employer.

If the prospective employer decides to further consider an applicant after receiving an affirmative response to any of the questions listed in SECTIONS 1 and 2 of this form, the prospective employer shall request that former employers responding affirmatively to the questions provide additional information about the matters disclosed and include any related records. The Sexual Misconduct / Abuse Disclosure Request Form can be used to request this follow-up information. Former employers shall provide the additional information and recodes within 60 days of the prospective employer's request.

The completed form and any information or records receives shall not be considered public records for the purposes of PL 2018 Chapter 5.

The Department of Education shall have jurisdiction to determine willful violations and may following a hearing assess a civil penalty not to exceed \$10,000. School entities shall be barred from entering into a contract with an independent contractor who is found to have willfully violated provisions of PL 2018 Chapter 5.