

POLICY

WYCKOFF
BOARD OF EDUCATION

ADMINISTRATION
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DISCLOSURE AND REVIEW OF APPLICANT'S EMPLOYMENT HISTORY
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Draft for 2nd Reading
1613 DISCLOSURE AND REVIEW OF APPLICANT'S
EMPLOYMENT HISTORY

The District or contracted service provider holding a contract with the District (“the 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 1613.

An applicant the District or contracted service provider seeks to offer employment to, for 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 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).

The 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.

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



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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., the 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.

In accordance with the provisions of N.J.S.A. 18A:6-7.9.d., the hiring entity shall have the right to immediately terminate an individual's employment or rescind an offer of employment if the applicant is offered or is scheduled to commence 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 individual 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.

The 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 the District, from a hiring entity regarding a current or former District 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, confirm the applicant's employment relationship, and ensure the written authorization is in compliance with N.J.S.A.



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18A:6-7.7.a.(2) prior to the release of information requested and any related records in accordance with N.J.S.A. 18A:6-7.6 et seq.

On or after June 1, 2018, the District 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, agreement for resignation or termination, or 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 the District 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. If the District provides information or records about a current or former employee or applicant, it 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

Adopted:



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BOARD OF EDUCATION

SUPPORT STAFF MEMBERS
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EMPLOYMENT CONTRACT

Draft for 2nd Reading
4124 EMPLOYMENT CONTRACT

The Board of Education requires that every nontenured support staff member employed by this district annually sign an employment contract for a term of not more than one year.

The employment contract shall include the specific title of the position to which the support staff member is appointed; the term for which employment is contracted, including beginning and ending dates; the salary at which the support staff member will be employed; and the intervals at which the salary will be paid.

The employment contract will also include a provision for termination of the contract by either the support staff member or the Board of Education unless the support staff member is represented by a collective bargaining agreement and the agreement has termination provisions.

In the event that the salary entered on the written contract differs from that approved by the Board in a resolution duly adopted, the salary approved by the Board shall be the salary paid.

N.J.S.A. 18A:27-2 et seq.; 18A:28-8
N.J.A.C. 6A:9B-5.1; 6A:9B-5.4

Adopted:



Draft for 2nd Reading **4141 RESIGNATION**

The Board of Education will enter a contract with each support staff member providing, in part, for the termination of employment by either party on proper notice in accordance with Policy 4124.

An employee's resignation must be tendered to the Board through the Superintendent who may accept the resignation on behalf of the Board. Any such acceptance of a resignation will be ratified by the Board at its next meeting.

A member who offers insufficient notice of resignation will be paid only through the last day of service.

Adopted:

