

**Testimony in Support with Amendments on House Bill 1008
Education – Child Abuse and Sexual Misconduct Prevention –
Hiring Emergent Employees**

**House Ways and Means Committee
February 26, 2020
1:00 PM**

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The Maryland State Education Association supports House Bill 1008 with amendments. This legislation will help local boards of education address the staffing challenges in our schools while still abiding by the strong background check standard created last year in Chapter 55. The amendments we propose seek to allow for bus drivers to be considered emergent employees, to differentiate grounds for a job offer being rescinded versus an employee being dismissed, and to ensure that the hire date for the employee is appropriately set as the first day of work as an emergent employee, assuming the employee passes the background check.

MSEA represents 75,000 educators and school employees who work in Maryland’s public schools, teaching and preparing our 896,837 students for career and jobs of the future. MSEA also represents 39 local affiliates in every county across the state of Maryland, and our parent affiliate is the 3 million-member National Education Association (NEA).

AMENDMENT 1

Page 4, line 31, strike “and” and replace with **OR**

Page 4, line 31, after “employee” add **OR IS SUBJECT TO AUDIO VIDEO MONITORING AND RECORDING**

Rationale: There is a severe shortage in bus drivers throughout the state. For districts to be better able to address that concern, it would be helpful to allow for bus drivers to be hired as emergent employees. This amendment would create that allowance and maintain appropriate protections for students.

AMENDMENT 2

Page 5, line 6, after “title” add **WITH ANY EXECUTED CONTRACT REFLECTING THE FIRST DAY WORKED AS AN EMERGENT EMPLOYEE.**

Rationale: The hire date for an employee determines things like seniority, transfer rights, and retirement/separation benefits . This amendment is clarifying in that if a certificated employee passes the employment history review, then that employee’s first day worked as an emergent employee be reflected as the effective date of the regular contract.



AMENDMENT 3

Page 5, line 4, strike the language in this line

Page 5, lines 9 and 10, strike all of the language and after line 8 add **FOR ANY REASON OTHER THAN SEXUAL MISCONDUCT AS DEFINED IN §6-113.1 OF THIS TITLE:**

Page 5, line 12, strike “and” and replace with **OR (II) MAY BE APPEALED IN ACCORDANCE WITH §6-202 OF THIS ARTICLE; OR**

Page 5, line 13, renumber (ii) to be (III)

Page 5, line 13, strike “not”

Page 5, line 14, strike “certificated”

Page 5, line 14, after “4” add **OR 5**

Rationale: The entire reason the employee is an emergent employee is because of the need to complete the employment history review. If the emergent employee fails the employment history review or is accused of sexual misconduct, that employee’s offer would be rescinded with minimal rights for an appeal. If, however, there is some other reason for disciplinary action, including termination, then that discipline should be subjected to all procedural protections provided through an appeal or arbitration provided for in statute or the collective bargaining agreement. The amendments outlined in this section accomplish this goal.

MSEA is appreciative of the sponsor’s assistance in working with local boards of education and local school employee representatives in finding a sensible and workable solution to ensure student safety and address the backlog in hiring throughout the state. This is an important bill to move forward and **MSEA urges the adoption of our three amendments and a favorable report as amended for House Bill 1008.**