

Maryland

DEPARTMENT OF ECONOMIC AND EMPLOYMENT DEVELOPMENT

BOARD OF APPEALS

Thomas W. Keech
Chairman

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Baltimore, Maryland 21201
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William Donald Schaefer, Governor
J. Randall Evans, Secretary

Decision No.: 174-BR-88
Date: Feb. 26, 1988
Claimant: James Gilliam
Appeal No.: 8709544
S. S. No.:
Employer: Board of Education of
Baltimore County
L.O. No.: 45
Appellant: CLAIMANT
Issue: Whether the claimant had a contract or reasonable assurance of
returning to work under Section 4(f)(3) of the law.

— NOTICE OF RIGHT OF APPEAL TO COURT —

YOU MAY FILE AN APPEAL FROM THIS DECISION IN ACCORDANCE WITH THE LAWS OF MARYLAND. THE APPEAL MAY BE TAKEN IN PERSON OR THROUGH AN ATTORNEY IN THE CIRCUIT COURT OF BALTIMORE CITY, OR THE CIRCUIT COURT OF THE COUNTY IN MARYLAND IN WHICH YOU RESIDE.

March 27, 1988

THE PERIOD FOR FILING AN APPEAL EXPIRES AT MIDNIGHT ON

— APPEARANCES —

FOR THE CLAIMANT:

FOR THE EMPLOYER:

REVIEW ON THE RECORD

Upon review of the record in this case, the Board of Appeals reverses the decision of the Hearing Examiner.

The employer in this case actually presented no real evidence that the claimant had a reasonable assurance. The most important indication of whether a substitute teacher has a reasonable expectation of performing services are the history of the employment relationship and the stated intentions of the parties. An employment history showing a relatively stable utilization of the claimant's services during one academic year will tend to show that a claimant does have a reasonable assurance, while a history showing scarcely any past employment will tend to show that there is no reasonable assurance. Bonds v. Baltimore City, (EB-936). Merely placing a teacher's name on a list of eligible substitutes does not establish reasonable assurance. Kernisky v. Prince George's County Public Schools (577-BH-84). Since no other evidence has been presented, reasonable assurance has not been shown.

DECISION

The claimant did not have reasonable assurance of performing services in his capacity of substitute teacher within the meaning of Section 4(f)(3) of the law. No disqualification is imposed under this section of the law for the period between academic terms which began in June of 1987 and ended in September of 1987.

This decision does not affect any other disqualification imposed on the claimant under any other section of the law or for any other time period.

The decision of the Hearing Examiner is reversed.


Chairman


Associate Member

K:W

kbm

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CLAIMANT

EMPLOYER

UNEMPLOYMENT INSURANCE - NORTHWEST