

RYAN COLEMAN,

Appellant

v.

BALTIMORE CITY BOARD
OF SCHOOL COMMISSIONERS,

Appellee.

BEFORE THE

MARYLAND

STATE BOARD

OF EDUCATION

Opinion No. 11-25

OPINION

INTRODUCTION

Ryan Coleman appeals his termination as Student Support Specialist at Baltimore City College. The Baltimore City Board of School Commissioners (local board) filed a Motion to Dismiss or For Summary Affirmance. Mr. Coleman responded and the local board replied.

FACTUAL BACKGROUND

Ryan Coleman was a "temporary employee" at Baltimore City College. His title was Student Support Specialist. The Temporary Employment Approval Request form states that Mr. Coleman's start date was August 24, 2009 and end date was June 10, 2010. (Local Board's Motion, Ex. 2).

On or about April 29, 2010, the school received a complaint against Mr. Coleman of inappropriate physical contact with a student. (T. 86). Mr. Jose Rosado, a staff investigator, initiated an investigation. He interviewed several witnesses who said Mr. Coleman was hugging a female student. (T. 86-87). On May 5, 2010, before the investigation was finalized, the school system sent Mr. Coleman a letter terminating him effective on that date. (Local Board Motion, Ex. 7).

Mr. Coleman appealed his termination. He was given a full evidentiary hearing. The hearing officer issued a decision concluding that Mr. Coleman was a temporary, at-will employee who could be terminated for any reason at any time as long the termination was not for illegal or unconstitutional reasons. (*Id.*, Ex. 5 p. 9). Therefore, the hearing examiner explained that the investigation that the school system was conducting need not have been completed prior to termination.

The local board adopted the hearing officer's decision and upheld the termination. (*Id.*, Ex. 4). This appeal ensued.

STANDARD OF REVIEW

This employee termination appeal arises under Education Article §4-205. Therefore, the decision of the local board is considered *prima facie* correct unless the Appellant meets his burden to show that it was arbitrary, unreasonable or illegal. COMAR 13A.01.05.05A.

LEGAL ANALYSIS

This case turns on whether Mr. Coleman was an at-will employee. An at-will employee may be terminated at anytime for any reason unless the reason is illegal or discriminatory. *Dozier v. Department of Human Services*, 164 Md. App. 526, 538 (2005). In Maryland, employment is “presumptively at-will.” *Porterfield v. Mascari*, 374 Md. 402, 421-22 (2003). “[A] contract, whether express or implied, may overcome that presumption and create an employment relationship whereby the employee may be terminated only for just cause.” *Towson University v. Conte*, 384 Md. 68, 79-80 (2004). The language of the contract itself may create the just cause requirement by delineating the reasons for termination. In addition, a contract specifying the length and term of employment also may create a just cause requirement for termination. *Id.* at 80 (citing cases).

At the evidentiary hearing, Mr. Coleman testified that he had a contract, written or oral (T. 15), which took him out of the at-will employee category. He produced no written contract. (T. 43-44; Hearing Officer Decision at 2). As to an oral contract, Mr. Coleman testified that he was offered a one-year contract from August 2009 to August 2010 by Timothy Dawson, his former principal. (T. 17). (Hearing Officer Decision at 2). Mr. Dawson was not called as a witness. However, Mr. Jerome Jones, Manager of Labor Relations for Baltimore City Public School System, testified that the school system would not recognize an oral contract as an enforceable contract for employment. (T. 123).

The only document presented into evidence reflecting the status of Mr. Coleman’s employment was the “Temporary Employment Approval Request.” (Motion, Ex. 2). That document sets forth a start date of August 24, 2009 and an end date of June 20, 2010. It also states, “The following request is made for the Approval of Funds for the payment of part-time miscellaneous services on the Temporary Employment Payroll.” (Motion, Ex. 2). It also states that temporary employees are hired in accord with the BCPSS Temporary Employment Policy. A copy of that Policy was not part of the record submitted on appeal. The Baltimore City Schools website, however, contains the 2009-2010 Staffing Reference Guide. It states, “[t]emporary employees are at-will employees and, as such, can be terminated without notice, at anytime.” (2009-2010 Staffing Reference Guide at 7).¹


Given those facts and the testimony of the Director of Labor Relations that temporary employees are at-will employees, we conclude that the Temporary Employment Approval

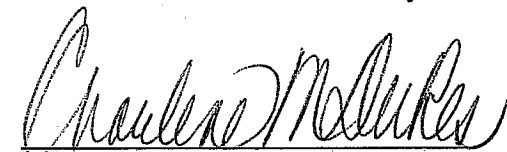
¹We take judicial notice of the Guide and have included it in the record here.

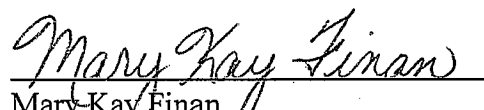
Request is not an employment contract that prevents termination without just cause. Suffice it to say, however, that the testimony at the hearing provided just cause for the termination. (T. 83-118).

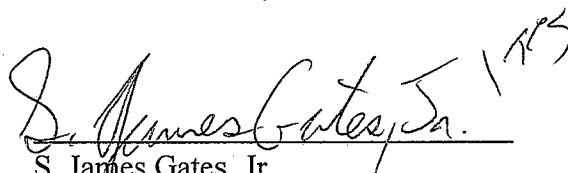
CONCLUSION

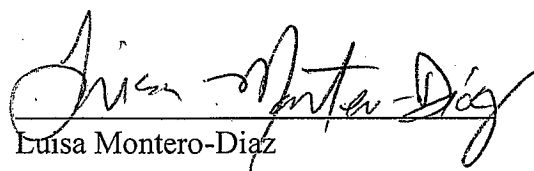
For all those reasons, we affirm the decision of the local board.

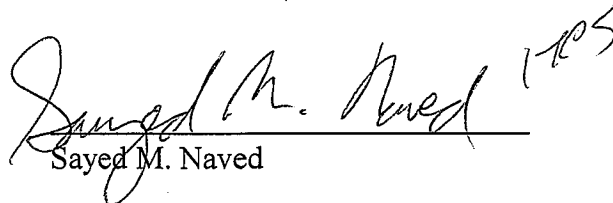

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President

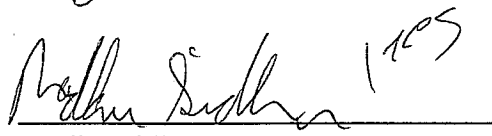

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May 24, 2011