

***-DECISION-***

Claimant:  
CHARLYCE M JOHNSON

Decision No.: 575-BH-00

Date: March 24, 2000

Appeal No.: 9818880

Employer:  
ANNE ARUNDEL CO ECONOMIC  
OPPORT COMM INC (BEVERLY BROWN)

S.S. No.:

L.O. No.: 02

Appellant: CLAIMANT - REMAND FROM  
COURT

Issue: Whether the claimant failed to file proper claims for benefits within the meaning of Maryland Code, Labor and Employment Article, Title 8, Section 901.

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**- NOTICE OF RIGHT OF APPEAL TO COURT -**

You may file an appeal from this decision in the Circuit Court for Baltimore City or one of the Circuit Courts in a county in Maryland. The court rules about how to file the appeal can be found in many public libraries, in the *Maryland Rules of Procedure, Title 7, Chapter 200*.

The period for filing an appeal expires: April 23, 2000

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**- APPEARANCES -**

FOR THE CLAIMANT:  
Charlyce M. Johnson  
Micheal Ragland, Esquire  
Brenda Claiborne, Witness  
Shari Johnson, Witness

FOR THE EMPLOYER:  
Beverly Brown

## PRELIMINARY STATEMENT

The Board held a consolidated hearing on three appeals, all involving the same claimant, employer and, except for the year in question, the same issue. Appeal number 981880 was remanded to the Board by the Circuit Court. Appeal numbers 9902402 and 9902403 were on appeal to the Board from decisions of the Hearing Examiners.

The issue in all three cases is whether or not the claimant failed to file proper and timely claims for benefits, within the meaning of LE, Section 8-901 for the years 1994 through 1996.

## EVALUATION OF THE EVIDENCE

The Board of Appeals has considered all of the evidence presented, including the testimony offered at the hearings. The Board has also considered all of the documentary evidence introduced in this case, as well as the Department of Labor, Licensing and Regulation's documents in the appeal file.

## FINDINGS OF FACT

The claimant has been employed by the Head Start program of the Anne Arundel County Economic Opportunity Committee, Inc., since September, 1993. The claimant has been a 10-month employee and has regularly been off for the summer months, returning to work each September. The claimant signed a contract prepared by the employer which included a provision stating that:

...Maryland Unemployment Insurance Law applies to non-profit organizations with professional and non-professional employees, including teachers and teachers aides, which states that these employees are **ineligible to collect unemployment benefits** due to the fact that there is a reasonable assurance that the individual will perform services in the same capacity for the organization when [the] academic school year begins. (Emphasis added.)

The last paragraph of the contract, just above the claimant's signature line states: "I have read and do understand the above stated employment agreement and agree to comply with its' content." In addition to this contract, the claimant was also discouraged from applying for benefits when she was informed by supervisors at staff meetings that she was not eligible for unemployment insurance benefits during the summer months.

As a result, the claimant did not file for unemployment insurance benefits during the summer months of 1994, 1995 and 1996. The claimant did not make her own inquiry with the Unemployment Insurance Agency (the "Agency") during any of those summers with regard to her eligibility for benefits.