

 **Maryland**
Department of Economic &
Employment Development

William Donald Schaefer, Governor
J. Randall Evans, Secretary

Board of Appeals
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Baltimore, Maryland 21201
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Board of Appeals
Thomas W. Keech, Chairman
Hazel A. Warnick, Associate Member
Donna P. Watts, Associate Member

— DECISION —

	Decision No.:	14 -BH-91
	Date:	January 3, 1991
Claimant: Frances Wingate	Appeal No.:	9010044
	S. S. No.:	
Employer: City of Annapolis c/o Unemployment Tax Service	L. O. No.:	8
	Appellant:	EMPLOYER

Issue:

Whether the claimant had a contract or reasonable assurance of returning to work under Section 4(f)(4) 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, IF YOU RESIDE IN BALTIMORE CITY, OR THE CIRCUIT COURT OF THE COUNTY IN MARYLAND IN WHICH YOU RESIDE.

THE PERIOD FOR FILING AN APPEAL EXPIRES AT MIDNIGHT ON

February 2, 1991

— APPEARANCES —

FOR THE CLAIMANT:

Claimant not present

FOR THE EMPLOYER:

James Stuller, UTS;
Darlene Bluford,
Personnel Assistant

EVALUATION OF 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 Economic and Employment Development's documents in the appeal file.

FINDINGS OF FACT

The claimant has been employed as a crossing guard for the City of Annapolis Police for over four years. Each year she works during the period that schools are in session, and then she is off during the summer. Although on a few rare occasions a crossing guard may be asked to work during the summer, it is not part of their regular employment. This claimant has not worked during any of the summers.

Her last day of work for the 1989-90 school year was June 13, 1990. The claimant was given reasonable assurance that she would be returning to her job in September at the start of the new school year, and in fact she did so. The work that the claimant performs under the employ of the City of Annapolis Police is on behalf of the City of Annapolis school system.

CONCLUSIONS OF LAW

The Board concludes that the claimant had reasonable assurance of returning to her job in the fall of 1990, at the start of the school year. Further, the Board concludes that the claimant was performing this service for a governmental entity, namely the City of Annapolis Police Department, on behalf of an educational institution, the school system of Annapolis, within the meaning of Section 4(f)(4) of the law.

Under Section 4(f)(4):

An individual may not be paid benefits based on covered service performed in any capacity other than an instructional, research, or principal administrative capacity for . . . a governmental entity on behalf of an educational institution for any week of unemployment that begins after December 31, 1977, during a period between two successive academic years or terms, if the individual performs the service in the first year or term and there is a reasonable assurance that the individual will perform the service in the second year or term.