

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

JOHN POWELL
Claimant

**NORWALK COMMUNITY SCHOOL
DISTRICT**
Employer

APPEAL 21A-UI-25564-SN-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 04/26/20
Claimant: Respondent (1)

Iowa Code § 96.6(2) – Timeliness of Appeal
Iowa Code section 96.4(5)a – Reasonable Assurance
Iowa Admin. Code r. 871-24.52(6) – Educational Wage Deduction

STATEMENT OF THE CASE:

The claimant filed an appeal from the November 16, 2021, reference 04, unemployment insurance decision that allowed benefits. The parties were properly notified of the hearing. A telephone hearing was held on January 18, 2022, at 2:15 p.m. The claimant did participate. Employer participated through Human Resources Generalist Tiffany Patterson. Official notice was taken of the administrative record.

ISSUES:

Whether the claimant is eligible for benefits between academic years or terms?
Whether the claimant's educational wage credits were properly deducted from his base period?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds:

The claimant started working as a full-time para educator for the employer on November 30, 2019. The claimant only works during the 178 days that school is in session.

As a para-educator, the claimant helps special education educators with aligning their services to individualized education plans. While the claimant works with students, he does not perform services in an instructional capacity.

On March 17, 2020, Governor Kim Reynolds issued a proclamation closing in-person school for the remainder of the academic year.

In early-May 2020, the claimant was sent a contract of reasonable assurance stating he would have a contract for the following academic year. The academic year ended on June 2, 2020.

The claimant's base period has the following non-educational wages:

	2019 / 1	2019 / 2	2019/3	2019/4
Petco	3994	4036	4266	1613

REASONING AND CONCLUSIONS OF LAW:

The administrative law judge concludes the claimant's educational wages were properly deducted from his base period.

Iowa Code section 96.4(5)a provides:

An unemployed individual shall be eligible to receive benefits with respect to any week only if the department finds that:

5. Benefits based on service in employment in a nonprofit organization or government entity, defined in section 96.1A, subsection 18, are payable in the same amount, on the same terms and subject to the same conditions as compensation payable on the same basis of other service subject to this chapter, except that:

a. Benefits based on service in an instructional, research, or principal administrative capacity in an educational institution including service in or provided to or on behalf of an educational institution while in the employ of an educational service agency, a government entity, or a nonprofit organization shall not be paid to an individual for any week of unemployment which begins during the period between two successive academic years or during a similar period between two regular terms, whether or not successive, or during a period of paid sabbatical leave provided for in the individual's contract, if the individual has a contract or reasonable assurance that the individual will perform services in any such capacity for any educational institution for both such academic years or both such terms.

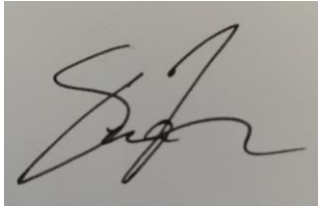
Iowa Admin. Code r. 871-24.52(6) provides:

Benefits which are denied to an individual that are based on services performed in an educational institution for periods between academic years or terms shall cause the denial of the use of such wage credits. However, if sufficient non-school wage credits remain on the claim to qualify under Iowa Code section 96.4(4), the remaining wage credits may be used for benefit payments, if the individual is otherwise eligible.

The claimant does not provide services during customary break periods. The claimant received a contract of reasonable assurance for the academic year 2020-2021. He worked before and after the summer break period. As a result, the claimant the educational wages in the claimant's base period were properly deducted under Iowa Code section 96.4(5)a. However, the claimant is still monetarily eligible after this recalculation.

DECISION:

The November 16, 2021, reference 04, unemployment insurance decision is affirmed. The claimant's educational wage credits were properly deducted from his base period.

A handwritten signature in black ink, appearing to read 'Sean M. Nelson', is shown within a rectangular frame.

Sean M. Nelson
Administrative Law Judge
Unemployment Insurance Appeals Bureau
1000 East Grand Avenue
Des Moines, Iowa 50319-0209
Fax (515) 725-9067

February 17, 2022
Decision Dated and Mailed

smn/mh