

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

68-0157 (9-06) - 3091078 - EI

**CAROL D HUGHES**  
Claimant

**APPEAL NO. 12A-UI-07964-S2T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**DAVENPORT COMMUNITY SCHOOL  
DISTRICT**  
Employer

**OC: 05/27/12**  
**Claimant: Appellant (1)**

Section 96.4-5-b – Benefits During Successive Academic Terms

**STATEMENT OF THE CASE:**

Carol Hughes (claimant) appealed a representative's June 25, 2012 decision (reference 01) that concluded she was not eligible to receive unemployment insurance benefits for weeks between successive academic terms with Davenport Community School District (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was scheduled for July 26, 2012. The claimant participated personally. The employer participated by Deb Miller, Director of Human Resource Services.

**ISSUE:**

The issue is whether the claimant is between successive terms with an educational institution. For the following reasons the administrative law judge concludes she is.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The claimant was hired on March 23, 2012, as an on-call substitute teacher for both the district's year round and academic year programs. On October 11, 2011, the employer informed the claimant that she would only work in the academic year program and the claimant continued to work for the employer.

On May 21, 2012, the employer sent the claimant a Letter of Assurance notifying her that she had a reasonable assurance of employment in the 2012-2013 academic year. The claimant worked through the May 25, 2012, as an on-call substitute teacher in the academic year program. The claimant knew that the position was on call when she was hired and plans to return in the 2012-2013 school year.

**REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow the administrative law judge concludes the claimant had a reasonable assurance of employment in the upcoming academic year.

871 IAC 24.51(6) provides:

School definitions.

(6) Reasonable assurance, as applicable to an employee of an educational institution, means a written, verbal, or implied agreement that the employee will perform services in the same or similar capacity, which is not substantially less in economic terms and conditions, during the ensuing academic year or term. It need not be a formal written contract. To constitute a reasonable assurance of reemployment for the ensuing academic year or term, an individual must be notified of such reemployment.

871 IAC 24.22(2)i(2) provides:

Benefit eligibility conditions. For an individual to be eligible to receive benefits the department must find that the individual is able to work, available for work, and earnestly and actively seeking work. The individual bears the burden of establishing that the individual is able to work, available for work, and earnestly and actively seeking work.

i. On-call workers.

(2) Substitute teachers. The question of eligibility of substitute teachers is subjective in nature and must be determined on an individual case basis. The substitute teacher is considered an instructional employee and is subject to the same limitations as other instructional employees. As far as payment of benefits is concerned, benefits are denied if the substitute teacher has a contract or reasonable assurance that the substitute teacher will perform service in the period immediately following the vacation or holiday recess. An on-call worker (includes a substitute teacher) is not disqualified if the individual is able and available for work, making an earnest and active search for work each week, placing no restrictions on employment and is genuinely attached to the labor market.

The claimant is employed by an educational institution. The claimant worked for the 2011-2012 academic year and is expected to work for the 2012-2013 academic year. The two terms are successive. The claimant is between successive terms with an educational institution.

**DECISION:**

The representative's June 25, 2012 decision (reference 01) is affirmed. The claimant is not eligible to receive unemployment insurance benefits for the weeks between successive terms with the employer.

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Beth A. Scheetz  
Administrative Law Judge

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Decision Dated and Mailed

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