

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

MARCELLINE WEIDENBACHER
Claimant

APPEAL NO. 15A-UI-07205-TN-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

IOWA CATHOLIC CONFERENCE
Employer

OC: 06/29/14
Claimant: Appellant (1)

Section 96.4-5-a - Benefits Between Successive Academic Terms

STATEMENT OF THE CASE:

Marcelline Weidenbacher, the claimant, appealed a representative's decision dated June 19, 2015, reference 01, that concluded she was not qualified to receive unemployment insurance benefits between academic terms with Iowa Catholic Conference, a school district employer. After due notice, a telephone hearing was held on July 29, 2015. The claimant participated. The employer participated by Mr. Paul Jahnke, Iowa Catholic Conference Representative.

ISSUE:

The issue is whether the claimant is eligible for unemployment insurance benefits between successive terms with an educational institution based upon wages from that institution.

FINDINGS OF FACT:

The claimant began employment for Holy Family Catholic School, an educational institution within the Iowa Catholic Conference in September 2004. Ms. Weidenbacher's job position is that of director of the early development program at Holy Family Catholic School. Prior to May 2014, Ms. Weidenbacher was a 12-month full-time employee for the school. In May 2014, the claimant was advised by the school that her position in the future would be reduced to working nine months per year in the same job capacity. Ms. Weidenbacher most recently performed services for Holy Family Catholic School during the 2014-2015 school term, working as a director of the early development program on a nine-month per year basis. The claimant had accepted the change in the agreement of hire and had continued her employment until the school term came to an end on May 29, 2015.

Prior to the spring 2015 school term ending, the claimant was provided a letter by the school's chief administrator that provided the claimant assurance of continued employment during the next academic term or year in the same or similar capacity as Ms. Weidenbacher had performed services during the academic year or term that was ending.

Ms. Weidenbacher had filed a claim for unemployment insurance benefits and had received benefits after her employment had ended last year and believes her eligibility for benefits between academic terms or years is the same as she should be receiving unemployment insurance benefits as she has in effect been laid off work for the summer months.

REASONING AND CONCLUSIONS OF LAW:

Iowa Law provides that a claimant who has wage credits earned through service in an instructional, research, or principal administrative capacity or has been employed in any other capacity for an educational institution is not eligible for benefits based on those wages credits during the period between two successive academic years if the claimant has "reasonable assurance" that the claimant will perform services for the educational institution in the next academic term or year. Iowa Code Section 96.4-5-a. "A reasonable assurance" is any written, verbal, or implied agreement that the claimant can expect to perform services for the employer in the same or similar capacity in the next year or term which is not substantially less in economic terms and conditions than the service performed during the prior academic year or term, where that understanding has been communicated to the claimant. 871 IAC 24.5-1(6).

The employer is a "educational institution" 871 IAC 24.5 1-(1). The claimant worked for the employer during the 2013-2014 academic year and apparently was allowed unemployment insurance benefits after the 2013-2014 school term had ended because the employer at that time had not given the claimant reasonable assurance that she would be performing her services for the employer in the next academic term or year in the same or similar capacity as she had in the last term or year. At that time the claimant's employment had been changed from a 12-month year of employment to nine months per year.

After the 2013-2014 school term had ended and Ms. Weidenbacher had been informed of the changes in her employment, Ms. Weidenbacher accepted the changes and continued her employment with Holy Family Catholic Schools. When the 2014-2015 school term ended in May 2015, the claimant was given "reasonable assurance" that her employment with the district would continue in the same or similar capacity for the next year as it had been in the 2014-2015 academic year. Ms. Weidenbacher had previously accepted the change in her agreement of employment with the district and the school district was offering the claimant reasonable assurance of continuing employment as a nine-month per year employee. Because the claimant had received reasonable assurance of continuing employment for the next academic term or year and the reasonable assurance was for work in the same or similar capacity for the next year, she is not eligible to receive unemployment insurance benefits between terms. The reasonable assurance offered the claimant previously was not for work in the same or similar capacity as she had performed in the past, this year the reasonable assurance was that she could return to the nine-month per year job that she currently had with the district and had accepted by continuing her employment with the Holy Family Catholic Schools after the change.

DECISION:

The representative's decision dated June 19, 2015, reference 01, is affirmed. Claimant does have reasonable assurance to return to work for the following academic term or year. The benefits are denied as of May 31, 2015.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

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