

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**KRISTIE A MCMICKLE**  
Claimant

**APPEAL NO. 08A-UI-07273-SWT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**CEDAR RAPIDS COMM SCHOOL DIST**  
Employer

**OC: 06/08/08 R: 03**  
**Claimant: Appellant (1)**

Section 96.4-5-b – School Employee Between Academic Terms

**STATEMENT OF THE CASE:**

The claimant appealed an unemployment insurance decision dated August 8, 2008, reference 01, that concluded the claimant was ineligible for benefits because she was a school employee between academic years and had reasonable assurance of employment in the next school year. A telephone hearing was held on August 26, 2008. The parties were properly notified about the hearing. The claimant participated in the hearing with a witness, Marge Ellis. Marlys Bitterman participated in the hearing on behalf of the employer.

**ISSUE:**

Is the claimant subject to the unemployment insurance law's "between terms" provision that denies benefits to certain educational employees between school terms?

**FINDINGS OF FACT:**

The employer is an educational institution in Cedar Rapids, Iowa. The claimant began working as a cashier in the school lunchroom for the employer starting in February 2006. She is employed part time during the school year and is off work over the summer months when school is not in session. She was employed during the 2007-2008 school year which ended on June 6, 2008.

The claimant had secured a job over the summer working part time at the E Avenue Tap. After a couple of days of work, the business closed due to flooding in Cedar Rapids and the claimant became unemployed. She applied for unemployment insurance benefits with an effective date of June 8, 2008. Her base period wages from January through December 2007 were all from her employment with the employer.

At the point the claimant applied for benefits, she had a reasonable assurance of working in the same job with the employer for the 2008-2009 school year. The claimant will in fact return to her job with the school on August 27, 2008.

**REASONING AND CONCLUSIONS OF LAW:**

The issue in this case is whether the claimant is subject to the unemployment insurance law's "between terms" provision that denies benefits to certain educational employees between school terms.

Iowa Code section 96.4-5-b provides that a person employed by an educational institution in other than an instructional or administrative capacity during one academic year or term who has reasonable assurance of employment in the same capacity in the next academic year or term is not eligible for benefits based on such employment during the time between academic years or terms.

In this case, the claimant is an employee of an educational institution. Her unemployment insurance benefits would be based exclusively on her wages from her school employment. Based on the unemployment insurance law, the claimant is not eligible for benefits between school terms because she worked for the school during the 2007-2008 school year and had a reasonable assurance of working for the school in the same job during the 2008-2009 school year.

I recognize that the claimant was trying to draw benefits based on her unemployment from E Avenue Tap, which was caused by the flooding. To receive benefits, however, the claimant must have base-period wages to draw against. The law does not permit her to draw benefits based on her school wages.

**DECISION:**

The unemployment insurance decision dated August 8, 2008, reference 01, is affirmed. The claimant is ineligible to receive unemployment insurance benefits over the summer between school years.

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Steven A. Wise  
Administrative Law Judge

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Decision Dated and Mailed

saw/css