

**IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI**

**ANGELA K RUHL
PO BOX 185
MCCAUSLAND IA 52758**

**IOWA EAST CENTRAL TRAIN
2804 E AVE
DAVENPORT IA 52803-2012**

**Appeal Number: 04A-UI-10746-S2T
OC: 05/23/04 R: 04
Claimant: Appellant (1)**

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319**.

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

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

STATEMENT OF THE CASE:

Angela Ruhl (claimant) appealed a representative's September 21, 2004 decision (reference 03) that concluded she was not eligible to receive unemployment insurance benefits for weeks between successive academic terms with Iowa East Central T.R.A.I.N. (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on October 28, 2004. The claimant participated personally. The employer did not provide a telephone number where it could be reached and, therefore, did not participate.

FINDINGS OF FACT:

The administrative law judge, having considered all of the evidence in the record, finds that: The claimant was hired in August 2001, as a full-time teacher's assistant at an education institution. The claimant knew when she was hired she did not work summers between academic years. She worked in different locations each year. At the end of the 2003-2004 academic year the claimant's location was closed. She planned to return in the fall of 2004 to another location. The claimant is currently working at a new location for the 2004-2005 academic year.

REASONING AND CONCLUSIONS OF LAW:

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.

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 96.19, 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.

The claimant is employed by an educational institution. The claimant worked for the 2003-2004 school year and was expected to work for the 2004-2005 school year. The two seasons are successive terms. The claimant is between successive terms with an educational institution.

DECISION:

The representative's September 21, 2004 decision (reference 03) is affirmed. The claimant is not eligible to receive unemployment insurance benefits for the weeks between successive terms with the employer.

bas/pjs