

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

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CEDAR RAPIDS IA 52402

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Appeal Number: 05A-UI-08895-SWT  
OC: 07/24/05 R: 03  
Claimant: Appellant (4)

**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, 4<sup>th</sup> 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.

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(Administrative Law Judge)

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(Decision Dated & Mailed)

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

STATEMENT OF THE CASE:

The claimant appealed an unemployment insurance decision dated August 23, 2005, reference 01, that concluded he was subject to disqualification as a school employee between terms. A telephone hearing was held on September 14, 2005. The parties were properly notified about the hearing. The claimant participated in the hearing. No one participated in the hearing on behalf of the employer.

FINDINGS OF FACT:

The employer is a community college that offers classes during three school terms. The Fall school term, the Spring school term, and the Summer school term. The claimant began teaching as an adjunct professor for the employer in August 2002. He taught in the Fall, Spring, and Summer school terms in the 2002-2003 school year and the 2003-2004 school

year. In the 2004-2005 school year, the claimant taught in the Fall and Spring school terms. He finished teaching for the school year on May 15, 2005.

After May 15, 2005, the claimant did not have a contract or reasonable assurance of reemployment for the 2005-2006 school year. There were no classes for the claimant to teach during the summer term, and his supervisor told him that it seemed unlikely that he would be teaching in the Fall term due to declining enrollment.

The claimant filed a new claim for unemployment insurance benefits with an effective date of July 24, 2005. At that time the claimant still did not have a contract or reasonable assurance of reemployment for the 2005-2006 school year. During the week of August 15, 2005, the claimant accepted an offer to teach two classes for an instructor who had left employment.

#### 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 with reasonable assurance of reemployment between school terms.

Iowa Code section 96.4-5-a provides that benefits based on services performed in an instructional capacity for an educational institution shall not be paid between two academic years or terms if the individual has a contact or reasonable assurance of employment in the same capacity for both such academic years or terms.

The claimant is an instructional employee of an educational institution, and after May 15, 2005, he was between school years. The claimant, however, did not have any reasonable assurance of reemployment for the 2005-2006 school year until the week of August 15, 2005. He is eligible to receive benefits from July 24 to August 13, 2005, but ineligible afterward under the law's between-terms disqualification.

The employer is chargeable for benefits paid to the claimant since it did not provide the claimant with the same employment as was provided during the claimant's base period from April 1, 2004, through March 31, 2005. Iowa Code section 96.7-2-a(2).

#### DECISION:

The unemployment insurance decision dated August 23, 2005, reference 01, is modified in favor of the claimant. He is eligible to receive benefits from July 24 to August 13, 2005, but ineligible afterward under the law's between-terms disqualification.

saw/kjw